

HEARD, AND INVESTIGATE THE CRIMINAL
ACTIONS, AND FRAUDULENT, AS WELL AS THE
TENNESSEE BOATS, BROKEN.

"SEE ATTACHMENTS"

3:17-CV-00033

UPDATED "2021-2023"

"TIME IS OF THE ESSENCE"

P.S. I HAVE BEEN DEALING WITH THIS CASE
FOR 17 YEARS AGO, AND I WAS 57 YEARS. FIGHTING
FOR MY INHERITANCE AND I AM NOW 74 YEARS
OLD AND I OBEY BY THE COURT SYSTEM
AND THE COURTS THINKS THIS IS A JOKE. BIG
BUSINESS DON'T HAVE THE RIGHT TO DO WHAT
THEY'RE DOING BY BREAKING THE LAW.

JUSTICE IS BLIND.

U.S. DEPARTMENT OF JUSTICE

C.C. FBI

RECEIVED

OCT 13 2023

U.S. District Court
Middle District of TN

RECEIVED

OCT 28 2023

U.S. District Court
Middle District of TN

9/23 RNF

9/29/2023

ALSO WHEN ROBERT ALTESTINE WITHDREW FROM MY
CASE MY SON FOUND ANOTHER LAWYER, HE TOOK
OVER THE CASE, NOW OF 21 YEAR AND 22. WE DIDNT
UNDERSTAND THE CONCEPT OF THE ACTION. WE DIDNT
RECEIVE 50,000.00, ONLY 32,000.00 THE OTHER
LAWYER MY RETAINED THEY TOOK 18,000.00 (LAWYER)
THE DEFAULT JUDGEMENT, THE LIEN WAS PLACE BY
ME AND MY SON. ALL THESE LAWYERS WORKED TOGETHER
WHO GOT PAID. THE LAW IS NOT FOR US, THEY JUST WANT
TAKE YOUR MONEY AND EXTEND AND PROLONG CASES AND
WAG AROUND IN THE COURTS SYSTEM. AS, IT WAS STATED
BY AN INDIVIDUAL AT THE TAX ASSESSOR ABOUT, DOUGLAS J.
DIERSON AT 74 YEARS OF AGE. HEARD CONVERSATION, YOUR
MOTHER IS 74 YEARS OLD AND SHELL BE DEAD, SON (COPIRE)
VAGHARD WILL STILL CONTINUE TO BE FIGHTING, TAX ASSESSOR
WE ARE AND IS FRAUDULENTLY DOING WRONG IN THERE OFFICE
FORGING AND PLAYING WITH PAYMENTS AND FORGING
INDIVIDUALS NAME, FLIPPING DEEDS AND NAMES. I DOUGLAS
DIERSON HAS WORK FOR THE FEDERAL GOVERNMENT
AND RETIRED, BEEN FEDERAL FOR 34 YEARS FRAUDULENT
ACTION, CRIMINAL ACTIVITY.

NOT ONE LAWYER AS BOUGHT FOR US, WEVE HAD THREE
INUYER, AND NOW AT THIS TIME I DO NOT BELIEVE
IN THE LEGAL SYSTEM, I OVER APPALLED BY THE SYSTE.
ALLOWING TOWN CODES BEING BROKEN. MY SON AND I
(MS. DEDORAH J. PRICER) BEEN FIGHTING TO 15 PLUS YEARS
AT 74 YEARS OLD, I'VE BEEN THREATEN, WITH ARRESTS
ON MY PRIVATE PROPERTY, MY MIND WONDERS WILL JUSTICE
IS GOING TO PREVAIL. WE NEED JUSTICE IN THIS MATTER

7. TENN LOUPE 174. IN DEBACHING CONTRACT

1. SS# 48-51-360
2. SS# 60-28-504
3. SS# 56-33-102
4. SS# 66-3-104
5. SS# 39-14-104

HEADQUARTERS MERITAGE HOMES OF SCOTTSDALE, AZ
SEE COOES, NO OTHER OWNERS.

1. FALSE PRETENSE
2. THEFT
3. CHANGING ORIGINAL LEGAL DOCUMENTS TO INPUT
Computer System.
4. FRAUDULENT INFORMATION.

5. PAID TAXES LAST YEAR WITH MY CHECK WAS SWITCHED
BY TRUSTEE OFFICE TO MERITAGE HOMES PAID IT.

ALL MY FAMILY WAS FROM ^{"THE"} HERMITAGE ON MY FATHER
SIDE ALEXANDRIA, TN AND NASHVILLE ALL MY FATHER
PEOPLE ARE DECEASED KENNETH B. FRIERSON. MY
MOTHER'S Family OVER 97 YEARS, CECILIA BELL PRESTON
FRIERSON - DODLEY - DECEASED 85 YEARS OLD, HER LAST
COUSIN WHICH WAS LIKE HER SISTER JULIA BELL
AUSTIN WHOM LIVED TO BE 100 YEARS OLD.

THERE'S A LOT OF FRAUD: USING MY NAME ILLEGALLY
SCAMMING TO USE ON FRAUDULENT DOCUMENTATIONS.

MERITAGE HOMES HAS ENCRONCHERD ABOUT 2 1/2 ACRES
WANT ME TO FIGHT IN COURT, WHEN HOUSE + 5.094
ACRES IS STILL MINE TO THIS DAY AND DATE. HAD 5 SEASON
LAWYER (ATTORNEY) FOR 10 YEAR, THEN WITHDREW FROM MY
CASE.

MY SON AND I START DURING OUR OWN RESEARCH,
THE ATTORNEY GOT MAD AT US, THINGS DIDNT ADD
UP AND I HAVE ALL DOCUMENTS FOR 17 YEARS ABOUT
THIS CASE SIGNING FRAUD, BANK SETTLEMENTS,
INSURANCE, FALSE ILLEGAL EVICTION, TAMPERING
WITH FEDERAL PROPERTY OUR MAILBOX AT 1209
TULIP GROVE Rd, HERMITAGE, TN 37076

ALOT OF FRAUD GOING ON IN THE GOVERNMENT
SYSTEM IN TENNESSEE (NASHVILLE)

"THE HERMITAGE" WAS 56 ACRES WAS OWN BY KARLOS WILSON
AND LAURA WILSON EVANS.

REFUS WILSON WAS MURDERED 1918 ON PROPERTY 1209 Tulip
Grove Rd, HERMITAGE TN 37076 (WHICH WAS RR #1 Box 135 Hermitage,
TN 37076

LAURA WILSON EVANS BECAME SOLO OWNER, LAURA WILSON
EVANS LATER DECEDED (QUITCLAIM) TO MY GRANDMOTHER MERIE
HOLAN WILSON EVANS, FRIERSON AND BY LAST WILL, TESTAMENT
"LIFE ESTATE" MY GRANDMOTHER QUITCLAIM THE 56 ACRES
TO HER 5 GRANDCHILDREN. DEBORAH J. FRIERSON HAS THE
LAST PIECE OF "THE HERMITAGE" 5.094 OF 1209 Tulip
Grove Rd. HERMITAGE, TN 37076 WHICH IS "THE"
HERMITAGE" AND "LIFE ESTATE" DEBORAH J. FRIERSON
HAS ALL ORIGINAL DOCUMENTS. THE 5.094 HAS
BEEN LOCKED KEEPING ME OFF MY 5.094 BY
GEORGE H. ROBERTSON III AND JACQUELINE
ROBERTSON - GREGORY 1161 Tulip Grove Rd HERMITAGE
TN 37076

ALLEGEDLY GEORGE H. ROBERTSON III 83 YEARS OF AGE
BEING PAID - OFF TO KEEP DEBORAH FRIERSON OFF HER
OFF HER PROPERTY BY MERITAGE HOMES BY BLOCKING Rd.
TO 1209 Tulip Grove Rd "THE HERMITAGE" HERMITAGE, TN
37076 AND 50 FOOT FRONTAGE TO Tulip Grove Rd,
THE HERMITAGE.

N/A

- D. Section 1983 allows defendants to be found liable only when they have acted "under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia." 42 U.S.C. § 1983. If you are suing under section 1983, explain how each defendant acted under color of state or local law. If you are suing under *Bivens*, explain how each defendant acted under color of federal law. Attach additional pages if needed.

III. Statement of Claim

State as briefly as possible the facts of your case. Describe how each defendant was personally involved in the alleged wrongful action, along with the dates and locations of all relevant events. You may wish to include further details such as the names of other persons involved in the events giving rise to your claims. Do not cite any cases or statutes. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

- A. Where did the events giving rise to your claim(s) occur? *ENCROACHMENTS, USMC INTIMIDATION, USMC FORCE, FALSE POLICE REPORTS, ARREST / FRAGMENT DOCUMENTATIONS, LANDLOCKING, SINCE USMC LAND FOOTAGE BLOCKING - DISRUPTION AND CONFUSION "SEE NEWS" EVIDENCE"*
- B. What date and approximate time did the events giving rise to your claim(s) occur? *NEW EVIDENCE HAS SURFACED - DOING MORE RESEARCHING AFTER THE PREVIOUS COMPLAINT UP DATED EVIDENCE FOR 2023*
- C. What are the facts underlying your claim(s)? (For example: What happened to you? Who did what? Was anyone else involved? Who else saw what happened?) *See ATTACHMENT FROM LAST COMPLAINT ABOUT MY SON'S ACCIDENT. AND UPDATED INFORMATION - TO 2023. MY SON AND I DROVE TO SCOTTSDALE, AZ TO DISCUSS THE MATTERS WITH REP. MARK REYNOLDS, THOUGH WE TALK TO 5 OTHER INDIVIDUALS BEFORE MR. REYNOLDS IT TOOK US 23 hrs TO DRIVE THERE "SEE ATTACH"*

CIT AND WHEN WE DID TALK TO MR. REYNOLD, HE WAS UNPROFESSIONAL, RUDE, IMPULSIVE, INSULTING, TOLD MY SON AND I, TO JUST DRIVE BACK TO NASHVILLE, TN AND PLAY WITH IT IN COURT. MY SON AND I DROVE 13 HRS AND MY SON IS IN A WHEELCHAIR AND GOT SICK THROUGH THE TRAVEL AS WELL AS I TRY TO DISCUSS THE MATTER AT HAND AND THIS IS WHAT HAPPENS TO PEOPLE THAT NEEDING ANSWERS ABOUT MATTERS, SITUATION, KNOWING WHEN OTHER PARTIES AND ENTITIES ARE DOING WRONG AND MAKING ORIGINAL ACTIONS AND GETTING AWAY WITH IT. NO TELLING HOW MANY PEOPLE THEY'VE DONE THIS TOO. I KNOW THESE MATTERS NEED TO BE INVESTIGATED AND BROUGHT TO JUSTICE. AND MERITAGE HOMES MADE PROMISE AND DID NOT FULFILL THE PROMISE. ADA HOMES

17. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 9/29/2023

Signature of Plaintiff

Printed Name of Plaintiff

Deborah J. Anderson
DEBORAH J. ANDERSON

B. For Attorneys

Date of signing: _____

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Address

City

State

Zip Code

Telephone Number

E-mail Address

IV. Injuries

If you sustained injuries related to the events alleged above, describe your injuries and state what medical treatment, if any, you required and did or did not receive.

V. Relief

State briefly what you want the court to do for you. Make no legal arguments. Do not cite any cases or statutes. If requesting money damages, include the amounts of any actual damages and/or punitive damages claimed for the acts alleged. Explain the basis for these claims.

*See CONTRACT 11-2-06, 4-3-07
Complaint DATED 10-09 Filed By David Kennedy.
Judgment (Default) DATES (11-22-2021) THIS THE
PROVIDES COMPLAINT - THERE ARE NOW EVIDENCE THAT
HAS SURFACE FROM MORE RESEARCHING AND MORE
FRAUDULENT ACTS AS WELL AS TOWN CODES BOOK
"SEE ATTACH" NEW EVIDENCE 2-22*

UNITED STATES DISTRICT COURT

for the

MIDDLE District of TENNESSEE

NASHVILLE Division

D.F. & CR INC THE HERMITAGE

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

HERITAGE HOMES
RISE GROUP INC

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names. Do not include addresses here.)

Case No.

3:17-CV-00633

(to be filled in by the Clerk's Office)

Jury Trial: (check one)

☐

Yes

☐

No

COMPLAINT FOR VIOLATION OF CIVIL RIGHTS

(Non-Prisoner Complaint)

NOTICE

Federal Rules of Civil Procedure 5.2 addresses the privacy and security concerns resulting from public access to electronic court files. Under this rule, papers filed with the court should *not* contain: an individual's full social security number or full birth date; the full name of a person known to be a minor; or a complete financial account number. A filing may include *only*: the last four digits of a social security number; the year of an individual's birth; a minor's initials; and the last four digits of a financial account number.

Except as noted in this form, plaintiff need not send exhibits, affidavits, grievance or witness statements, or any other materials to the Clerk's Office with this complaint.

In order for your complaint to be filed, it must be accompanied by the filing fee or an application to proceed in forma pauperis.

I. The Parties to This Complaint**A. The Plaintiff(s)**

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name

Address

County

Telephone Number

E-Mail Address

D.F. C.R. INC THE HERMITAGE
 1209 TULIP GROVE Rd
 HERMITAGE TN 37076
 City State Zip Code
 DAVIDSON COUNTY
 615-889-8896
 dferinc@gmail.com

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known) and check whether you are bringing this complaint against them in their individual capacity or official capacity, or both. Attach additional pages if needed.

Defendant No. 1

Name

Job or Title (if known)

Address

County

Telephone Number

E-Mail Address (if known)

PHILLIP LORD
 CEO
 8800 E. RAINTREE DR. SUITE 300
 SCOTTSDALE AZ 85260
 City State Zip Code
 MARICOPA COUNTY
 480 (515-8100)
 WWW.MERITAGE HOMES.COM

☒ Individual capacity ☐ Official capacity

Defendant No. 2

Name

Job or Title (if known)

Address

County

Telephone Number

E-Mail Address (if known)

STEVEN J. HILTON
 CHIEF EXECUTIVE OFFICER, CHARMAN
 6613 N. SCOTTSDALE Rd.
 SCOTTSDALE AZ 85260
 City State Zip Code
 480 (515-8100)
 WWW.MERITAGE HOMES.COM

☒ Individual capacity ☐ Official capacity

Defendant No. 3

Name

ALAN WISE INC

Job or Title (if known)

OWNER

Address

6280 N. NEW HOPE Rd
HERMITAGE TN 37076

County

DAVIDSON County

Telephone Number

E-Mail Address (if known)

☒ Individual capacity ☐ Official capacity

Defendant No. 4

Name

THE WISE GROUP INC

Job or Title (if known)

OWNER

Address

5280 DONELSON PIKE
NASHVILLE TN 37214

County

DAVIDSON County

Telephone Number

615-391-3505

E-Mail Address (if known)

WISECOACHES@NASHVILLE.COM

☒ Individual capacity ☐ Official capacity

II. Basis for Jurisdiction

Under 42 U.S.C. § 1983, you may sue state or local officials for the "deprivation of any rights, privileges, or immunities secured by the Constitution and [federal laws]." Under *Bivens v. Six Unknown Named Agents of Federal Bureau of Narcotics*, 403 U.S. 388 (1971), you may sue federal officials for the violation of certain constitutional rights.

A. Are you bringing suit against (check all that apply):

☐ Federal officials (a *Bivens* claim)

☒ State or local officials (a § 1983 claim)

B. Section 1983 allows claims alleging the "deprivation of any rights, privileges, or immunities secured by the Constitution and [federal laws]." 42 U.S.C. § 1983. If you are suing under section 1983, what federal constitutional or statutory right(s) do you claim is/are being violated by state or local officials?

NS/A

C. Plaintiffs suing under *Bivens* may only recover for the violation of certain constitutional rights. If you are suing under *Bivens*, what constitutional right(s) do you claim is/are being violated by federal officials?

N/A

- D. Section 1983 allows defendants to be found liable only when they have acted "under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia." 42 U.S.C. § 1983. If you are suing under section 1983, explain how each defendant acted under color of state or local law. If you are suing under *Bivens*, explain how each defendant acted under color of federal law. Attach additional pages if needed.

N/A

III. Statement of Claim

State as briefly as possible the facts of your case. Describe how each defendant was personally involved in the alleged wrongful action, along with the dates and locations of all relevant events. You may wish to include further details such as the names of other persons involved in the events giving rise to your claims. Do not cite any cases or statutes. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

- A. Where did the events giving rise to your claim(s) occur? *MERITABLE HOMES HAS VIOLATED TN CODES AS WELL AS THE PARTIES, ENTITIES THAT ARE IN THESE VIOLATION AS WELL IN BREACHING IN CONTRACT WITH MR. DEBORAH FRIERSON SON MR. RAYMOND D.F. GRIMM "THE HERMITAGE" AND FOUNDERS. ATTACHMENTS (A2?)*
- B. What date and approximate time did the events giving rise to your claim(s) occur? *DUE TO NEW EVIDENCE AND NEW UPDATES OF ACTUAL FACTUAL DOCUMENTATION FROM VIOLATION THAT HAS BEEN BROKEN (TOWN CODES AND CRIMINAL ACTIONS) IT STARTS WITH PREVIOUS DOCUMENT AS WELL AS COURT ORDER ON FILE*
- C. What are the facts underlying your claim(s)? (For example: What happened to you? Who did what? Was anyone else involved? Who else saw what happened?)
- ALL PARTIES - ENTITIES RELATIONS - ARE REPLACING 1209 WITH MADE UP ADDRESSES AND ALIBIATING AND TAMPERING WITH DUE DILIGENCE*
- SEE ANOTHER ATTACHMENT "RELATIVES" THESE EVENTS*

IV. Injuries

If you sustained injuries related to the events alleged above, describe your injuries and state what medical treatment, if any, you required and did or did not receive.

SCORED, MENTALLY IN A
DAZE, UNDER DOCTORS CARE,
HURTFUL, NERVOUS, pray THAT I DON'T
GET SICK, AND MY SON DOESN'T HAVE
ANYONE. PROMISES BROKEN AND WE BEEN
FIGHTING FOR 15 YEARS AND NEEDING
JUSTICE.

V. Relief

State briefly what you want the court to do for you. Make no legal arguments. Do not cite any cases or statutes. If requesting money damages, include the amounts of any actual damages and/or punitive damages claimed for the acts alleged. Explain the basis for these claims.

See COURT 11-2-06, 4-3-07
COMPLAINT DATED 10-09 FILED BY DAVID LINNARD JUDGMENT/DEFAULT
LAWS DATED (11-22-2021) THIS THE PREVIOUS COMPLAINT - THERE ARE
NOW EVIDENCE THAT HAS SURFACED FROM MORE RESEARCHING AND
MORE FRAUDULENT DOING BY PARTIES, ENTRY LISTED ON COMPLAINT
UP DATED 2023

SEE ATTACHED
"NEW EVIDENCE"

FRAUDULENT CONVEYANCE OF REAL PROPERTY
"THE HERITAGE"

(A.2) TRNN CODES HAS BEEN IN COURT ON OWNERSHIP
IN BREACHING CONTRACT

1. SS# 48-51-310
2. SS# 60-28-504
3. SS# 56-33-102
4. SS# 66-3-104
5. SS# 39-14-104

HEADQUARTERS MERITAGE HOMES OF SCOTTSDALE, AZ
SEE CODES, NO OTHER OWNERS.

1. FALSE PRETENSE
2. THEFT
3. CHANGING ORIGINAL LEGAL DOCUMENTS TO INPUT
COMPUTER SYSTEM.
4. FRAUDULENT INFORMATION.

5. PAID TAXES LAST YEAR WITH MY CHECK WAS SWITCHED
BY TRUSTEE OFFICE TO MERITAGE HOMES PAID IT.

ALL MY FAMILY WAS FROM "THE HERMITAGE" ON MY FATHER
SIDE ALEXANDRIA, TN AND NASHVILLE ALL MY FATHER
PEOPLE ARE DECEASED KENNETH B. FRIERSON. MY
MOTHER'S FAMILY OVER 97 YEARS, CECILIA BELL PRESTON
FRIERSON - DODLEY - DECEASED 85 YEARS OLD, HER LAST
COUSIN WHICH WAS LIKE HER SISTER JULIA BELL
AUSTIN WHOM LIVED TO BE 100 YEARS OLD.

THERE'S A LOT OF FRAUD: USING MY NAME I HAD
SCANNING TO USE ON FRAUDULENT DOCUMENTS.
MERITAGE HOMES HAS ENCRONCHED ABOUT 2 1/2 ACRES
WANT ME TO FIGHT IN COURT, WHEN HOUSE + 5.094
ACRES IS STILL MINE TO THIS DAY AND DATE. HAD SEASON
LAWYER (ATTORNEY) FOR 10 YEARS THEN WITHDRAWN FROM MY
CASE,

(L-1)
SON HAD A CAR ACCIDENT 9/24/2006 WHICH PUT HIM
AS SPINAL CORD IN WAY FROM THE CHEST DOWN, HE WAS BREATHING
LIFE AND DEATH. I WAS HOUNDED AT HOME AND THE HOSPITAL,
THEY WERE CALLING ALL THE TIME GETTING ON MY NERVOUS,
AT TIMES I WOULDNT PICK-UP THE PHONE GOING ON
ABOUT MY PROPERTY, BRINGING FLOWERS, VISITING MY SON
AT THE HOSPITAL, LEAVING HOME, TOOK ME TO LUNCH
I WAS IN STOCK ABOUT MY SON, TOTALLY BLANK ON WHAT
TO DO, I WASNT GIVEN TIME TO THINK, WITH ALL THIS
HOUNDING FOR ALMOST TWO-WEEKS BEFORE I BOUGHT MY SON HOME
IT WAS ABOUT REPROACH ACTIONS AT THE TIME I THOUGHT IT WAS
SHOWING NO RESPECT WHAT WAS WRONG WITH THESE PEOPLE
BEING COERCED DURESS AND PRESSURE THAT WHEN THE
HANDICAPP. ACCESSIBLE HOME THAT WAS THEN WHEN THE
HANDICAPP. HOUSE WAS PROMISED FOR MY SON, I HAVE
PROBLEMS, PARAPLEGIA, HIGH BLOOD PRESSURE, IN THIS MATTER
AS OF 2023 NEW EVIDENCE AND THERE IS CRIMINAL
ACTIONS HAS AND IS GOING ON (WE HAD A LAWYER THAT
WAS ON OUR CASE FOR 10 YEARS AND DID NOT FIGHT
FOR US THEN WITHDREW FROM OUR CASE ROBERT
NOTESTINE - CAUSE OF OUR RESEARCH AND FINDING OUT
WASNT DOING - FROM THE PARTIES/UNITY AND MR. NOTESTINE
DID NOT ADDRESS - AND DID NOT ADDRESS TO ME THAT OUR
5.094 ACRES AND HOUSE WAS MINE AS THE OWNERSHIP
TENANT CODES HAS BEEN BROKEN AND AS WELL AS
CRIMINAL ACTIONS.

MY SON AND I START DURING OUR OWN RESEARCH,
THE ATTORNEY GOT MAD AT US, THINGS DIDN'T ADD
UP AND I HAVE ALL DOCUMENTS FOR 17 YEARS ABOUT
THIS CASE SIGNING FRAUD, BANK SETTLEMENTS,
INSURANCE, FALSE ILLEGAL EVICTION, TAMPERING
WITH FEDERAL PROPERTY OUR MAILBOX AT 1209
TULIP GROVE Rd, HERMITAGE, TN 37076

ALOT OF FRAUD GOING ON IN THE GOVERNMENT
SYSTEM IN TENNESSEE (NASHVILLE)

"THE HERMITAGE" WAS 56 ACRES WAS OWN BY RUFUS WILSON
AND LAURA WILSON EVANS.

RUFUS WILSON WAS MURDERED 1918 ON PROPERTY 1209 Tulip
Grove Rd., HERMITAGE TN 37076 (WHICH WAS RR#1 BOX 135 HERMITAGE
TN 37076)

LAURA WILSON EVANS BECAME SOLO OWNER, LAURA WILSON
EVANS LATER DECEASED (QUITCLAIM) TO MY GRANDMOTHER MEXIE
HELEN WILSON EVANS, FRICKSON AND BY LAST WILL; TESTAMENT
"LIFE ESTATE" MY GRANDMOTHER QUITCLAIM THE 56 ACRES
TO HER 5 GRANDCHILDREN. DEBORAH J. FRICKSON HAS THE
LAST PIECE OF "THE HERMITAGE" 5.094 OF 1209 Tulip
Grove Rd. HERMITAGE, TN 37076 WHICH IS "THE
HERMITAGE" AND "LIFE ESTATE" DEBORAH J. FRICKSON
HAS ALL ORIGINAL DOCUMENTS. THE 5.094 HAS
BEEN LOCKED KEEPING ME OFF MY 5.094 BY
GEORGE H. ROBERTSON III. AND JACQUELINE
ROBERTSON - GREGORY 1161 Tulip Grove Rd HERMITAGE
TN 37076

ALLEGEDLY GEORGE H. ROBERTSON III 83 YEARS OF AGE
BEING PAID - OFF TO KEEP DEBORAH FRICKSON OFF HER PROP.
OFF HER PROPERTY BY MORTGAGE HOMES BY BLOCKING Rd.
TO 1209 Tulip Grove Rd "THE HERMITAGE" HERMITAGE, TN
37076 AND 50 FOOT FRONTAGE TO Tulip Grove Rd,
THE HERMITAGE.

UNITED STATES DISTRICT COURT

for the

MIDDLE

District of

TENNESSEE

NASHVILLE Division

Case No.

3:17-cv-00033

(to be filled in by the Clerk's Office)

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

DF&L, INC. THE HERMITAGE

CONCORDIA DEVELOPMENT INC.

GEORGE H. ROBERTSON IV

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names. Do not include addresses here.)

Jury Trial: (check one) ☐ Yes ☐ No

COMPLAINT FOR VIOLATION OF CIVIL RIGHTS
(Non-Prisoner Complaint)

NOTICE

Federal Rules of Civil Procedure 5.2 addresses the privacy and security concerns resulting from public access to electronic court files. Under this rule, papers filed with the court should *not* contain: an individual's full social security number or full birth date; the full name of a person known to be a minor; or a complete financial account number. A filing may include *only*: the last four digits of a social security number; the year of an individual's birth; a minor's initials; and the last four digits of a financial account number.

Except as noted in this form, plaintiff need not send exhibits, affidavits, grievance or witness statements, or any other materials to the Clerk's Office with this complaint.

In order for your complaint to be filed, it must be accompanied by the filing fee or an application to proceed in forma pauperis.

I. The Parties to This Complaint**A. The Plaintiff(s)**

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name

Address

County

Telephone Number

E-Mail Address

D.F. & C. R. INC "THE HERMITAGE"

1209 Tulip Grove Rd

HERMITAGE TN 37076

City

State

Zip Code

DAVIDSON COUNTY

615-889-8896

dfcinc@gmail.com

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known) and check whether you are bringing this complaint against them in their individual capacity or official capacity, or both. Attach additional pages if needed.

Defendant No. 1

Name

Job or Title (if known)

Address

County

Telephone Number

E-Mail Address (if known)

George A. Robertson III

CONCORDIA DEVELOPMENT INC

112 GRAMWOOD BLVD

OLD HICKORY TN 37138

City

State

Zip Code

615-889-5391



Individual capacity



Official capacity

Defendant No. 2

Name

Job or Title (if known)

Address

County

Telephone Number

E-Mail Address (if known)



Individual capacity



Official capacity

Defendant No. 3

Name

Job or Title (if known)

Address

City

State

Zip Code

County

Telephone Number

E-Mail Address (if known)

☐

Individual capacity

☐

Official capacity

Defendant No. 4

Name

Job or Title (if known)

Address

City

State

Zip Code

County

Telephone Number

E-Mail Address (if known)

☐

Individual capacity

☐

Official capacity

II. Basis for Jurisdiction

Under 42 U.S.C. § 1983, you may sue state or local officials for the “deprivation of any rights, privileges, or immunities secured by the Constitution and [federal laws].” Under *Bivens v. Six Unknown Named Agents of Federal Bureau of Narcotics*, 403 U.S. 388 (1971), you may sue federal officials for the violation of certain constitutional rights.

A. Are you bringing suit against (check all that apply):

☐

Federal officials (a *Bivens* claim)

☒

State or local officials (a § 1983 claim)

B. Section 1983 allows claims alleging the “deprivation of any rights, privileges, or immunities secured by the Constitution and [federal laws].” 42 U.S.C. § 1983. If you are suing under section 1983, what federal constitutional or statutory right(s) do you claim is/are being violated by state or local officials?

N/A

C. Plaintiffs suing under *Bivens* may only recover for the violation of certain constitutional rights. If you are suing under *Bivens*, what constitutional right(s) do you claim is/are being violated by federal officials?

A.Z. TENN CODES HAS BEEN IN COURT OF OWNERSHIP
IN BREACHING CONTRACT

1. SS# 48-51-310
2. SS# 60-28-504
3. SS# 56-53-102
4. SS# 66-3-104
5. SS# 39-14-104

HEADQUARTERS MERITAGE HOMES OF SCOTTSDALE, AZ

SEE CODES, NO OTHER OWNERS.

1. FALSE PRETENSE
2. THEFT
3. CHANGED ORIGINAL LEGAL DOCUMENTS TO INPUT
COMPUTER SYSTEM.
4. FRAUDULENT INFORMATION.

5. PAID TAXES LAST YEAR WITH MY CHECK WAS SWIFTED
BY TRUSTEE OFFICE TO MERITAGE HOMES PAID IT.

ALL MY FAMILY WAS FROM "THE HERMITAGE" ON MY FATHER
SIDE ALEXANDRIA, TN AND NASHVILLE ALL MY FATHER
PEOPLE ARE DECEASED KENNETH B. FRIERSON. MY
MOTHER'S FAMILY OVER 97 YEARS, CECILIA BEAL PRESTON
FRIERSON - DODLEY - DECEASED 85 YEARS OLD, HER LAST
COUSIN WHICH WAS LIKE HER SISTER JULIA BEAL
AUSTIN WHOM LIVED TO BE 100 YEARS OLD.

THERE'S A LOT OF FRAUD: USING MY NAME IN HER
SCANNING TO USE ON FRAUDULENT DOCUMENTS.
MERITAGE HOMES HAS ENCREACHED ABOUT 2 1/2 ACRES
WANT ME TO FIGHT IN COURT, WHEN HOUSE + 5.09
ACRES IS STILL MINE TO THIS DAY AND DATE. HAD 5 YEARS
LAWYER (ATTORNEY) FOR 10 YEARS, THEN WITHDREW FROM MY
CASE.

SON HAD A CAR ACCIDENT 9/24/2006 A WHICH PUT HIM
AS SPINAL CORD IN WAY FROM THE CHEST DOWN, HE WAS BETWEEN
LIFE AND DEATH. I WAS HOUNDED AT HOME AND THE HOSPITAL,
THEY WERE CALLING ALL THE TIME GETTING ON MY NERVES,
AT TIMES I WOULD NOT PICK-UP THE PHONE GOING ON
ABOUT MY PROPERTY, BRINGING FLOWERS, VISITING MY SON
AT THE HOSPITAL, MAKING HOME, TOOK ME TO LUNCH
I WAS IN STOCK ABOUT MY SON, TOTALLY BLANK ON WHAT
TO DO, I WASN'T GIVEN TIME TO THINK, WITH ALL THIS
HOUNDING FOR AT LEAST TWO WEEKS BEFORE I BROUGHT MY SON HOME
IT WAS ABOUT REPROACH ACTIONS AT THE TIME I THOUGHT IT WAS
SHOWING NO RESPECT WHAT WAS WRONG WITH THESE PEOPLE
BEING COERCED DURESS AND PRESSURE THAT WHEN THE
HANDICAPP. ACCESSIBLE HOME THAT WAS THEN WHEN THE
HANDICAPP. HOUSE WAS PROMISED, FOR MY SON, I HAVE
PROBLEMS, PARALYSIS, HIGH BLOOD PRESSURE, IN THIS MATTER

AS OF 2023 NEW EVIDENCE AND THERE IS CRIMINAL
ACTIONS HAS AND IS GOING ON (WE HAD A LAWYER THAT
WAS ON OUR CASE FOR 10 YEARS AND DID NOT FIGHT
FOR US THEN WITHDREW FROM OUR CASE, ROBERT
NOTESTINE - CAUSE OF OUR RESEARCH AND FINDING OUT
WROTE DOING - FROM THE PARTIES / ENJOY AND MR. NOTESTINE
DID NOT ADDRESS - AND DID NOT ADDRESS TO ME THAT OUR
5.094 ACRES AND HOUSE WAS MINE AS THE OWNERSHIP
TENN CODES HAS BEEN BROKEN AND AS WELL AS
CRIMINAL ACTIONS.

MY SON AND I START DURING OUR OWN RESEARCH,
THE ATTORNEY GOT MAD AT US, THINGS DIDN'T ADD
UP AND I HAVE ALL DOCUMENTS FOR 17 YEARS ABOUT
THIS CASE SIGNING FRAUD, BANK SETTLEMENTS,
INSURANCE, FALSE ILLEGAL EVICTION, TAMPERING
WITH FEDERAL PROPERTY OUR MAILBOX AT 1209
TULIP GROVE RD, HERMITAGE, TN 37076

ALOT OF FRAUD GOING ON IN THE GOVERNMENT
SYSTEM IN TENNESSEE (NASHVILLE)

"THE HERMITAGE" WAS 56 ACRES WAS OWN BY RUFUS WILSON
AND LAURA WILSON EVANS.

RUFUS WILSON WAS MURDERED 1918 ON PROPERTY 1209 Tulip
Grove Rd, Hermitage TN 37076 (WHICH WAS RR#1 Box 135 Hermitage
TN 37076

LAURA WILSON EVANS BECAME SOLE OWNER, LAURA WILSON
EVANS LATER DECEASED (Quil Claim) TO MY GRANDMOTHER MEXIE
Helen Wilson EVANS, FRIERSON AND BY LAST WILL, TESTAMENT
"LIFE ESTATE" MY GRANDMOTHER QUIT CLAIM THE 56 ACRES
TO HER 5 GRANDCHILDREN. DEBORAH J. FRIERSON HAS THE
LAST PIECE OF "THE HERMITAGE" 5.094 OF 1209 Tulip
Grove Rd. Hermitage, TN 37076 WHICH IS "THE"
"HERMITAGE" AND "LIFE ESTATE" DEBORAH J. FRIERSON
HAS ALL ORIGINAL DOCUMENTS. THE 5.094 HAS
BEEN LOCKED KEEPING ME OFF MY 5.094 BY
GEORGE H. ROBERTSON III AND TACERULINE
ROBERTSON - GREGORY 1161 Tulip Grove Rd Hermitage
TN 37076

ALLEGEDLY GEORGE H. ROBERTSON III 83 YEARS OF AGE
BEING PAID - OFF TO KEEP DEBORAH FRIERSON OFF HER
OFF HER PROPERTY BY MORTGAGE HOMES BY BLOCKING Rd
TO 1209 Tulip Grove Rd "THE HERMITAGE" Hermitage, TN
37076 AND 50 FOOT FRONTAGE TO Tulip Grove Rd,
THE HERMITAGE.

- D. Section 1983 allows defendants to be found liable only when they have acted "under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia." 42 U.S.C. § 1983. If you are suing under section 1983, explain how each defendant acted under color of state or local law. If you are suing under *Bivens*, explain how each defendant acted under color of federal law. Attach additional pages if needed.

N/A

III. Statement of Claim

State as briefly as possible the facts of your case. Describe how each defendant was personally involved in the alleged wrongful action, along with the dates and locations of all relevant events. You may wish to include further details such as the names of other persons involved in the events giving rise to your claims. Do not cite any cases or statutes. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

- A. Where did the events giving rise to your claim(s) occur? ENCROACHMENTS, USING INTIMIDATION, USING FALSE/FRAUDULENT DOCUMENTATION, LANDLOCKING FOR MY PROPERTY DISRUPTION AND CONFUSION. SEE ATTACH NEW EVIDENCE.
- B. What date and approximate time did the events giving rise to your claim(s) occur? FROM THE FIRST COMPLAINT THAT WAS FILED - UP DATED AND NEW EVIDENCE 2023 SEE ATTACH
- C. What are the facts underlying your claim(s)? (For example: What happened to you? Who did what? Was anyone else involved? Who else saw what happened?)

SEE PREVIOUS COMPLAINTS

RELATED WITH THESE MATTERS

"ATTACHMENT" UP DATED DOCUMENTATION 2023

VI. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing:

9/29/2023

Signature of Plaintiff

Printed Name of Plaintiff

Deborah J. Frierson
DEBORAH J. FRIERSON

B. For Attorneys

Date of signing:

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Address

Telephone Number

E-mail Address

City

State

Zip Code

IV. Injuries

If you sustained injuries related to the events alleged above, describe your injuries and state what medical treatment, if any, you required and did or did not receive.

HEART PAIN (SON'S ACCIDENT) HURTFUL, NERVOUS, MENTAL DISTRESS
UNDER DOCTORS CARE, PRAYING I DON'T GET SICK
SON DEPENDS ON ME SON DOESN'T HAVE HELP. I FELL
ON NUMEROUS OF OCCASIONS - LOSING BALANCE - NEAR
EVIDENCE OF LANDLOCKING ME AND BREAKING TOWN CODES,
CRIMINAL ACTIONS, FRAUDULENT DOCUMENTATION - FORGERY

"SEE ATTACH ..."
NEW EVIDENCE 2023

V. Relief

State briefly what you want the court to do for you. Make no legal arguments. Do not cite any cases or statutes. If requesting money damages, include the amounts of any actual damages and/or punitive damages claimed for the acts alleged. Explain the basis for these claims.

SEE CONTRACT 11-2-06, 4-3-07 COMPLAINT DATED 10-09 FILED
BY DAVID KENNEDY. JUDGEMENT (DEFAULT JEN DATED 11-22-2021)
THIS THE PREVIOUS COMPLAINT - THERE ARE NEW EVIDENCE
THAT HAS SURFACE FROM MORE RESEARCHING AND MORE
FRAUDULENT DOMICS FROM THESE PARTIES / ENTITIES LISTED
BELOW 1. MR. GEORGE H. ROBERTSON III

"SEE ATTACHED"

NEW EVIDENCE

DATED FROM PREVIOUS
COMPLAINT TO 2023

"The Testimony of GOD"

"Set in Truth"

"Allodial Title"

"A WOMAN OF GOD"

In /CO

"In Care of 1209 Tulip Grove Road Hermitage, TN 37076"

"Set in truth"

"Metes And Bounds Boundaries Survey", "Measurement, property guidelines" and "Minerals Rights."

I, DEBORAH J FRIERSON the heir granddaughter of MEXIE HELEN WILSON EVANS FRIERSON. I am submitting this Survey for the purpose which was in 1993, 30 years ago for the record on the record for 1209 Tulip Grove Rd., Hermitage, TN "37076"

This is the only true original Survey for 1209 Tulip Grove Rd., Hermitage, TN "37076", Life Estate for real property of 5.094 acres to be registered and recorded for legal purposes. This 5.094 acres was never sold to anyone or any other entities; this was the death place of my father's was the home front.

I am a retired FEDERAL GOVERNMENT Employee Retiree. I have been employed with the ARMY FINANCE CENTER, VA Hospital, IRS, CORPS of ENGINEER, and HUD (HOUSING and URBAN DEVELOPMENT).

I've being land locked and blocked from to access to my home on the 5.094 acres at 1209 Tulip Grove Rd., Hermitage, TN "37076" The Road was built and cut out by grandfather "ROBERT C. FRIERSON", it's has been there for over 100+ years, the road was there before 1161 Tulip Grove Road and 1203 Tulip Grove the people whom is blocking me from my home for the last 3 to 4 years. Onnie and Jacqueline Gregory we shared the road which is stated above. Onnie Gregory has passed away, George Robertson the 3rd her brother is instigating and forcing the blockage, this happened after their mother passed.

The Survey shows all encroachments, George Robertson the 3rd and Jacqueline Onnie Gregory, and Onnie Gregory has also blocked me from the 50ft Frontage the 1161 Tulip Grove Rd., Hermitage, TN that is part of my the 5.094 acres, they have land locked me access to the 1209 Tulip Grove Rd '100+ foot long" Hermitage, TN "37076" Now they have been messing with my mailbox, trying to push it down on numerous occasions, that is a criminal act the son Onnie Gregory Jr. is now trying to take over my mailbox.

This is the truth nothing but the truth under "God". The survey shows I have the right to use the road and access my 50ft frontage. I started a business registered in 2010, I have no way to access my home/ Business

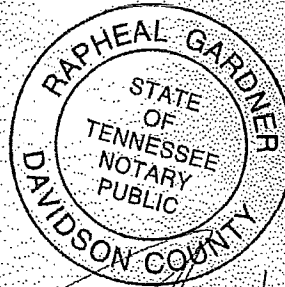
The 5.094 acres, home is considered historic property and landmark.

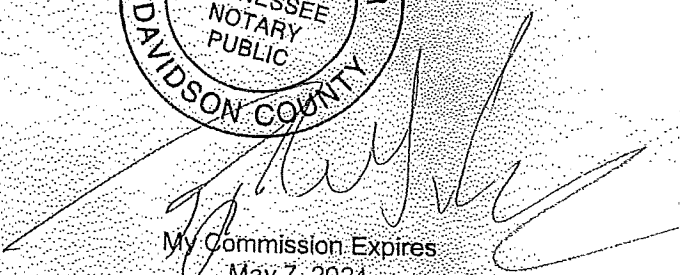
Deborah J. Frierson 5-30-2023

Deborah J. Frierson

Ordea Fued 5/30/23

Witness




My Commission Expires
May 7, 2024

"The Testimony of GOD"

"Set in Truth"

"Allodial Title"

"A WOMAN OF GOD"

In /CO

"In Care of 1209 Tulip Grove Road Hermitage, TN 37076"

"Set in truth"

"Metes And Bounds Boundaries Survey", "Measurement, property guidelines" and "Minerals Rights."

I, DEBORAH J FRIERSON the heir granddaughter of MEXIE HELEN WILSON EVANS FRIERSON. I am submitting this Survey for the purpose which was in 1993, 30 years ago for the record on the record for 1209 Tulip Grove Rd., Hermitage, TN "37076"

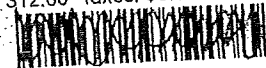
This is the only true original Survey for 1209 Tulip Grove Rd., Hermitage, TN "37076", Life Estate for real property of 5.094 acres to be registered and recorded for legal purposes. This 5.094 acres was never sold to anyone or any other entities, this was the death place of my father's was the home front.

I am a retired FEDERAL GOVERNMENT Employee Retiree. I have been employed with the ARMY FINANCE CENTER, VA Hospital, IRS, CORPS of ENGINEER, and HUD (HOUSING and URBAN DEVELOPMENT).

I've being land locked and blocked from to access to my home on the 5.094 acres at 1209 Tulip Grove Rd., Hermitage, TN "37076" The Road was built and cut out by grandfather "ROBERT C FRIERSON", it's has been there for over 100+ years, the road was there before 1161 Tulip Grove Road and 1203 Tulip Grove the people whom is blocking me from my home for the last 3 to 4 years. Onnie and Jacqueline Gregory we shared the road which is stated above. Onnie Gregory has passed away, George Robertson the 3rd her brother is instigating and forcing the blockage, this happened after their mother passed.

The Survey shows all encroachments. George Robertson the 3rd and Jacqueline Onnie Gregory, and Onnie Gregory has also blocked me from the 50ft Frontage the 1161 Tulip Grove Rd., Hermitage, TN that is part of my the 5.094 acres, they have land locked me access to the 1209 Tulip Grove Rd '100+ foot long" Hermitage, TN "37076" Now they have been messing with my mailbox, trying to push it down on numerous occasions, that is a criminal act the son Onnie Gregory Jr. is now trying to take over my mailbox.

Karen Johnson Davidson County
Batch# 1023101 AFFIDAVIT
07/06/2023 10:41:43 AM 2 pgs
Fees: \$12.00 Taxes: \$0.00



20230706-0051642

The survey shows I have the right to use the road and access to my 50ft frontage. I started a business registered in 2010, I have no way to access my home/ Buisness

The 5.094 acres, home is considered historic property and landmark and a "LIFE ESTATE"
FEDERAL LAW'S ARE BEING VIOLATED.

Quitclaim deed is a "Life Estate " the right way or easement appurtenant to say tracts are like wise conveyed by this deed. The Grantor, grandmother, Mexie H. Frierson, retained and reserves estate a life in the property here by conveyed.

D.F. & C.R. INC EST 2010
ALL RESERVED RESERVED

This is the truth nothing but the truth under "God"

Deborah J. Frierson
7/8/2023

State TN
County of Davidson

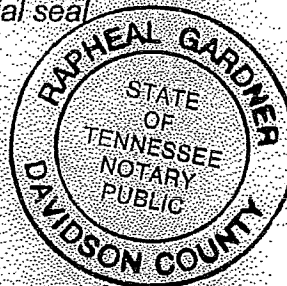
On this, the 6th day of July, 2023, before me a notary public, the undersigned officer personally appeared Deborah J. Frierson, Known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness herefor, I hereunto set my hand and official seal

[Signature]
Notary Public

Commission Expires:

My Commission Expires
May 7, 2024



Derorah J. Frierson
1209 Tulip Grove Rd
Hermitage, TN 37076

Karen Johnson Davidson County
Batch# 1014965 AFFIDAVIT
06/14/2023 11:00:17 AM 33 pgs
Fees: \$117.00 Taxes: \$0.00



20230614-0045350

Affidavit of Affixation
Boundaries Survey, Measurement, Property Guidelines, and Minerals Rights

I, Deborah J. Frierson, am the heir-granddaughter of Mexie Helen Wilson Evans Frierson. I am submitting this Survey for purpose which was in 1993, 30 years ago for the record on the record for 1209 Tulip Grove Rd., Hermitage, TN 37076.

This is the only true original Survey for 1209 Tulip Grove Rd., Hermitage, TN 37076, Life Estate for real property of 5.094 acres to be registered and recorded for legal purposes. This 5.094 acres was never sold to anyone or any other entities, this was the death place of my father's was the home front.

I am a retired Federal Government Employee Retiree, I have been employed with Army Finance Center, VA Hospital, IRS, Corps of Engineers, and HUD (Housing and Urban Development).

I've been landlocked and blocked from access to my home on the 5.094 acres at 1209 Tulip Grove Rd., Hermitage, TN 37076. The Road was built and cut out by my grandfather "Robert C. Frierson", it has been there for over 100+ years, the road was there before, the people who is blocking me from my home for the last 3 to 4 years. Onnie and Jacqueline Gregory, we shared the road which is stated above. Onnie Gregory has since passed away. George Robertson, Jacqueline her brother is instigating and forcing the blockage at 1209 Tulip Grove Rd., Hermitage, TN 37076, these actions started occurring when their mother passed away. George Robertson also blocked my 50 ft frontage which is part of my 50ft and the 5.094 acreage, runs down to 1209 Tulip Grove Rd., Hermitage, TN 37097. George Robertson house of 1203 is blocking me from assessing that frontage.

The Survey shows all encroachments, George Robertson, Jacqueline Onnie Gregory, and Onnie Gregory have also blocked me from the 50ft Frontage the 1161 Tulip Grove Rd., Hermitage, TN which is part of my 5.094 acres, they have landlocked me access to the 1209 Tulip Grove Rd., Hermitage, TN 37076. There are two ways for me to come off 1209 Tulip Grove Rd., Hermitage, TN

Now they have been messing with my mailbox, trying to push it down on numerous occasions, that is a criminal act the son Onnie Gregory is now trying to take over my mailbox.

The survey shows I have the right to use the road and access to my 50ft frontage. I started a business registered in 2010. I have no way to access my home./ Buisness

The 5.094 acres home is considered historic property and landmark and a "LIFE ESTATE"
FEDERAL LAW'S ARE BEING VIOLATED.

Quitclaim deed is a "Life Estate " the right way or easement appurtenant to say tracts are like wise conveyed by this deed. The Grantor, grandmother, Mexie H. Frierson, retained and reserves estate a life in the property here by conveyed.

D.F. & C.R. INC EST 2010
ALL RESERVED RESERVED

This is the truth nothing but the truth under "God"



Karen Johnson Davidson County
Batch#: 1053001 UCCFS
09/22/2023 12:17:53 PM 2 pgs
Fees: \$15.00 Taxes: \$0.00



20230922-0074661

A: NAME & PHONE OF CONTACT AT FILER (Optional)

B: EMAIL CONTACT AT FILER (Optional)

C: SEND ACKNOWLEDGMENT TO: (Name and Address)

D.F. & C.R. MC THE HERMITAGE
8305 GARWOOD LANE
HERMITAGE, TN 37076

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 1C of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME <i>BEANVIEW Customs HOMES LLC (Company # 0009803)</i>			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
	1c. MAILING ADDRESS <i>1317 CENTRAL CT</i>	CITY <i>HERMITAGE</i>	STATE <i>TN</i>	POSTAL CODE <i>37076</i>
	2. DEPTOR'S NAME		COUNTRY <i>U.S.</i>	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	
2c. MAILING ADDRESS		CITY	STATE	COUNTRY
3. SECURED BY		4. SECURED BY		

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME D.F. & C.R. INC "THE HERMITAGE"				
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
	3c. MAILING ADDRESS 1704 Tuley Blvd Rd	CITY The Hermitage	STATE TN	POSTAL CODE 37076	COUNTRY US

4. COLLATERAL: This financing statement covers the following collateral: THIS IS AGENCY AND CONSTRUCTIVE NOTICE
AND DEBITED, UNREGISTERED, IN ALL DEBITED PROPERTY, BOTH REGISTERED, AND
UNREGISTERED, IS HEREBY ACCEPTED AS COLLATERAL FOR SECURITY CONTRACT
OBLIGATION IN FAVOR OF SECURED PARTY VIOLATION OF TANK COOL
TN 345-136 / TN 13-7-111 / 136-53-102 / 136-53-102
Maximum principal indebtedness for Tennessee recording tax purposes is 0.00 (136-53-102)

5. Check only if applicable and check only one box: Collateral is ☒ held in Trust (see UCC1Ad, Item 17 and instructions)
☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public Finance Transaction ☐ Manufactured Home Transaction ☐ A Debtor is a Transmitting Utility

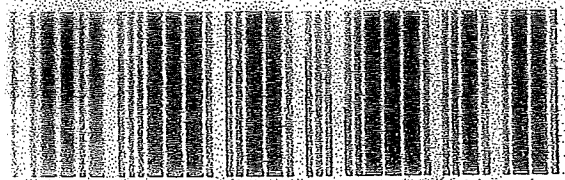
6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lesson/Lesson ☐ Combined/Combined ☐ Self-Directed ☐ Other/Other Page 26 of 181 PageID #: 99

8. OPTIONAL FILE REFERENCE DATA:

20230922-0074662 09/22/2023 11:33 AM RECEIVED BY TOLSON



Karen Johnson Davidson County
Batch# 1053001 UCCFS
09/22/2023 12:17:53 PM 2 pgs
Fees: \$15.00 Taxes: \$0.00



20230922-0074662

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional)

B. EMAIL CONTACT AT FILER (Optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

D.F. & C.R. INC "THE HERMITAGE"
8305 GORDON LAKE
HERMITAGE, TN 37076

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
WISE	ALAN		

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
598 COLLINS PARK	ANTIOCH	TN	37075	U.S.

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME

D.F. & C.R. INC "THE HERMITAGE"

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1709 TULLIP GROVE RD	THE HERMITAGE	TN	37076	U.S.

4. COLLATERAL: This financing statement covers the following collateral: THIS IS ACTUAL AND CONSTRUCTIVE WORK AND DEBTORS, INTEREST IN ALL DEBTORS PROPERTY, WITH REGISTERED AND UNREGISTERED, IS HEREBY ACCEPTED AS COLLATERAL FOR SECURING CONTRACTUAL OBLIGATIONS IN FAVOR OF SECURED PARTY.

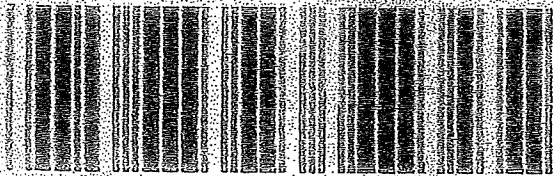
Maximum principal indebtedness for Tennessee recording tax purposes is USD 7.5M

5. Check only if applicable and check only one box: Collateral is ☒ held in Trust (see UCC1Ad, Item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: ☐ Public Finance Transaction ☐ Manufactured Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser



Karen Johnson Davidson County
 Batch# 1053001 UCCFS
 09/22/2023 12:17:53 PM 2 pgs
 Fees: \$15.00 Taxes: \$0.00



20230922-0074663

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional)

B. EMAIL CONTACT AT FILER (Optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

D.F. & C.R. INC "THE HERMITAGE"
8305 Gordon Ln Hermitage
HERMITAGE, TN 37076

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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1a. ORGANIZATION'S NAME *HOUND HEELTON*

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<i>125 WALTON FERRY RD</i>	<i>HERMITAGE</i>	<i>TN</i>	<i>37075</i>	<i>U.S</i>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME *D.F. & C.R. INC "THE HERMITAGE"*

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<i>1209 Tulip Grove Rd</i>	<i>HERMITAGE</i>	<i>TN</i>	<i>37076</i>	<i>U.S</i>

4. COLLATERAL: This financing statement covers the following collateral: *THIS IS A UCC AND CONSTRUCTIVE NOTED AND DEBTS, INTEREST IN ALL DEBTORS PROPERTY, BOTH REGISTERED AND REGISTERED IN HEREBY ACCEPTED AS COLLATERAL FOR SECURED PARTY OBLIGATION NO. 1 FAVOR OF SECURED PARTY WHOM OF TENN CODE. SSS 56-55-107 / TN-13-7-11 / 54-5-136 HAS BEEN PROVIDED.*

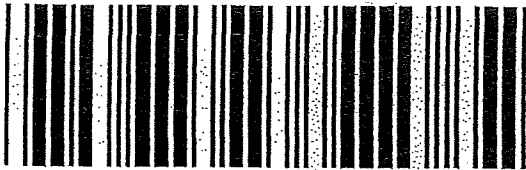
Maximum principal indebtedness for Tennessee recording tax purposes is \$ *0 USD 000, 000 00*

5. Check only if applicable and check only one box: Collateral is ☒ held in Trust (see UCC1Ad, Item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: ☐ Public Finance Transaction ☐ Manufactured Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessor/Lessee ☐ Consignee/Consignor ☐ Supplier/Buyer ☐ Bailor/Borrower ☐ Licensee/Licensee

8. OPTIONAL FILED PRECEDENCE DATA:



Karen Johnson Davidson County
Batch# 1047667 UCCFXAMN
09/08/2023 11:33:47 AM 8 pgs
Fees: \$15.00 Taxes: \$0.00



20230908-0070614

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: Attach Amendment Addendum (form UCC3Ad) and provide debtor's name in item 13.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects ☒ Debtor or ☐ Secured Party of record

AND Check one of these three boxes:

☒ CHANGE name and/or address; Complete item 6a or 6b; and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b; and item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

WISE

FIRST PERSONAL NAME

ALAN

ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

WISE

INDIVIDUAL'S FIRST PERSONAL NAME

ALAN

INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

6280 N. NEW HOPE RD

CITY

HERMITAGE

STATE

TN

POSTAL CODE

37076

COUNTRY

US

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☒ ADD collateral ☐ DELETE collateral ☒ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral: VIOLATION OF TENN CODES: 54-5-136 / 13-2-111 / TN CODES 55-

56-53-102 / TN 55-48-51-3110 / TN 66-3-104 / 39-14-104

PERSONAL PROPERTY ENTERACH MENS

Increase in maximum principal indebtedness for Tennessee recording tax purpose is: (C) USD 4.5M

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

U.F. & CR INC

'THE HERMITAGE'

37076

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S) INITIAL(S)

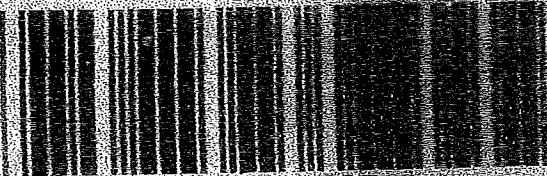
SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

NOTE: All information on this form is public record.

Case 3:23-cv-01135 Document 1-8 Filed 10/26/23 Page 39 of 181 PageID #: 102

PICK-UP



UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

Karen Johnson Davidson County
Batch# 1033849 UCCFX
08/02/2023 02:06:43 PM 14 pgs
Fees: \$17.00 Taxes: \$0.00

20230802-0059747

A. NAME & PHONE OF CONTACT AT FILER (Optional)

B. EMAIL CONTACT AT FILER (Optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

DEBORAH J. FRILSON
8305 GORDON LANE
HERMITAGE, TN 37076

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
WISE	ALAN			
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2606 SHORELINE DR.	MT. JULIOT	TN	37122	U.S.

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME	D.F. F.C.R. INC			
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1209 TULLY GROVE Rd	HERMITAGE	TN	37076	U.S.

4. COLLATERAL: This financing statement covers the following collateral: THIS IS ACTUAL AND CONSTRUCTIVE NOTICE
ALL DEBTOR'S INTEREST IN ALL THE DEBTOR'S PROPERTY, BOTH REGISTERED
AND UNREGISTERED, IS HEREBY ACCEPTED AS COLLATERAL FOR Satisfying
CONTRACTUAL OBLIGATIONS IN FAVOR OF SECURED PARTY, TENN. COB
39-14-103
OF (USD 1.5M)

Maximum principal indebtedness for Tennessee recording tax is:

5. Check only if applicable and check only one box: Collateral is ☒ held in Trust (see UCC1Ad, Item 17 and instructions)
☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public Finance Transaction ☐ Manufactured Home Transaction ☐ A Debtor is a Transacting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Bailor/Bailee ☐ Licensee/Licenser

First Class Mail
Presorted
U.S. Postage Paid
Metro Water Services

Fraud
Never lived at the this
address, never had water, sewer
no connect. Playing with my
Phan Box for 3y
mos

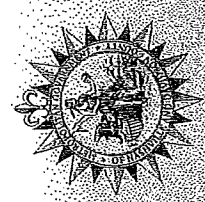
ALLAN W/SE live off
2006 Shoreline Dr
Mt. Juliet 37122
Falsely using
my mail box

METRO WATER SERVICES
CUSTOMER SERVICE CENTER
1700 THIRD AVENUE NORTH
NASHVILLE, TN 37208-2248



1947 1AV 0486 0193869-MWSS239943-ST.1GRP 0-001947
WISE GROUP, INC
1209 TULIP GROVE RD
HERMITAGE TN 37076-2682

000000000021684680110001440007



DEPARTMENT OF WATER AND SEWERAGE SERVICES
CUSTOMER SERVICE CENTER
1700 THIRD AVENUE NORTH
NASHVILLE, TN 37208-2248

ALLAN W/SE address
2006 Shoreline Dr using
Falsely using
my mail box
MT Juliet 37122
Never lived at this address
Never had water line
Never had water to this house
sewer connected to this house
never playing with my
mail box for 3yos

1903 1AV 0487 0193869-MWSS239943-ST.1GRP 0-001947
WISE GROUP, INC
1209 TULIP GROVE RD
HERMITAGE TN 37076-2682

000000000021684680110001440007

COPY

James Dwight Holland
3888 Hartsville Pike
Lebanon, TN 37087

July 18, 2022

Deborah J. Frierson
c/o Tamika Parker, Esq.
214 Second Avenue North, Suite 204
Nashville, TN 37201

Re: Deborah J. Frierson v. James Dwight Holland, et al.
Davidson County Circuit Court, No. 09C-3505

Dear Ms. Frierson:

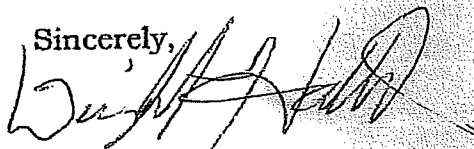
I am glad that we have reached an agreement to settle the dispute between us over the contract to purchase your property on Tulip Grove Road.

As part of our settlement, you have asked and I have agreed to write you this personal letter and to state that I apologize for defaulting on contract and the promise to build an ADA handicapped accessible home, and that 115k was ENERST MONEY and A DEPOSIT for GOOD FAITH ON CONTRACT.

When we entered into the contract to buy your property located at 1209 Tulip Grove Road, Hermitage, TN 37076, the term of which was 11/6/06 through 11/6/09 [defaulted on contract within 2 ½ years of contract], I had every intention of building the house. I want you to know that I was not able to build the house on the property, because my business failed, and H Group lost the Tulip Grove Road property to Alan Wise in a foreclosure sale. I know that my inability to build the house for you on land that had been owned by your family was disappointing and caused you and your son hardship when Mr. Wise took over the property.

I am sorry things did not work out the way you and I both expected they would, and I am sorry I was unable to build a house for you on the Tulip Grove Road property.

Sincerely,



Dwight Holland

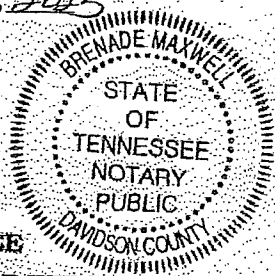
21. **Attorney Fees.** If any Party to this Agreement or any of the Holland Releasees retains the services of an attorney to enforce or defend the provisions of this Agreement against any other party bound by it, the prevailing party shall, in addition to all other remedies available at law or in equity, be entitled to recover his, her or its reasonable costs and expenses, including, without limitation, court costs, settlement costs and/or attorney's fees.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Subscribed and sworn to before me in my Presence, this 1 day of August, a Notary Public in and for the County of Wilson State of TN
(Signature) Deborah J. Frierson Notary Public
My commission expires July 7, 2025

Deborah J. Frierson 8-1-2022
Deborah J. Frierson

STATE OF
TENNESSEE
COUNTY OF WILSON



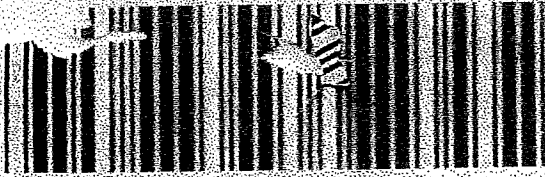
James Dwight Holland
James Dwight Holland

Before me, the undersigned Notary Public, of the state and county mentioned, personally appeared James Dwight Holland, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal on this the 28 day of June, 2022.



Mika L. Brummel
NOTARY PUBLIC
My commission expires: 5/31/26



UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

Karen Johnson Davidson County
Batch# 1033849 UCCFX
08/02/2023 02:06:43 PM 31 pgs
Fees: \$40.50 Taxes: \$0.00

20230802-0059748

A. NAME & PHONE OF CONTACT AT FILER (Optional)

B. EMAIL CONTACT AT FILER (Optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Deborah J. Frierson
8305 Gordon Lane
Hermitage, TN 37076

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
MORTGAGE HOMES OF SCOTTSDALE AZ

OR

1b. IND. SURNAME Kee	FIRST PERSONAL NAME Mark	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 16410 N. 91st Suite #104	CITY SCOTTSDALE	STATE AZ	POSTAL CODE 85260
			COUNTRY U.S.

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME
Kee

OR

2b. INDIVIDUAL'S SURNAME Reynolds	FIRST PERSONAL NAME Mark	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
2c. MAILING ADDRESS 16410 N. 91st Suite #104	CITY SCOTTSDALE	STATE AZ	POSTAL CODE 85260
			COUNTRY U.S.

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a. or 3b.)

3a. ORGANIZATION'S NAME
D.F. & C.R. INC.

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1209 Maple Grove Rd	CITY THE HERMITAGE	STATE TN	POSTAL CODE 37076
			COUNTRY U.S.

4. COLLATERAL: This financing statement covers the following collateral: THIS IS ACTUAL AND CONSTRUCTIVE ALTHOUGH ALL DEBTS, INTEREST IN ALL THE DEBTORS PROPERTY, BOTH REGISTERED AND UNREGISTERED, IS HEREBY ACCEPTED AS COLLATERAL FOR SECURING CONTRACTUAL OBLIGATIONS IN FAVOR OF SECURED PARTY, ENVELOPES 54-5-136 PERSONAL PROPERTY ENCROACHMENT ON RIGHT OF WAY AS WELL AS TOWN Maximum principal indebtedness for Tennessee recording tax purp. (USD 11.5M) 04 CODE 13-7-11

5. Check only if applicable and check only one box: Collateral is: ☒ held in Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: ☐ Public Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

Case 3:23-cv-01135 Document 1-8 Filed 10/26/23 Page 44 of 181 PageID #: 107

NOTE: All information on this form is public record.



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: Attach Amendment Addendum (form UCC3Ad) and provide debtor's name in item 13.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects ☒ Debtor or ☐ Secured Party of record

AND Check one of these three boxes:

☒ CHANGE name and/or address; Complete item 6a or 6b; and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME MERITAGE HOMES OF SCOTTSDALE AZ.				
OR	6b. INDIVIDUAL'S SURNAME HILTON	FIRST PERSONAL NAME STEVEN	ADDITIONAL NAME(S) INITIAL(S) J	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
7c. MAILING ADDRESS 8613 N. SCOTTSDALE RD	CITY SCOTTSDALE	STATE AZ	POSTAL CODE 85260	COUNTRY US

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☒ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral: *Voluntary TENCORP: 54-5-126 / TN: 19-8-11 / TN: 55-53-102*

TN 48-51-3110 / TN 60-3-104 / 29-65-102
PERSONAL PROPERTY ENCROACHMENT ON THE PART OF WAY
Increase in maximum principal indebtedness for Tennessee recording tax purpose is \$ *600,000*

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME D.F. & CO. INC "THE HERITAGE" 37076				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

2023802-0059748

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Karen Johnson Davidson County
Batch# 1047667 UCCFXAMN
09/08/2023 11:33:47 AM 41 pgs
Fees: \$60.50 Taxes: \$0.00



20230908-0070613

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: <u>Attach</u> Amendment Addendum (form UCC3Ad) and provide debtor's name in item 13.
---	---

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5. ☐ PARTY INFORMATION CHANGE:
Check one of these two boxes: ☒ Debtor or ☐ Secured Party of record AND Check one of these three boxes:
☒ CHANGE name and/or address; Complete item 8a or 8b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 8a or 8b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME <u>HERITAGE HOMES OF SCOTSDALE AZ.</u>				
OR	6b. INDIVIDUAL'S SURNAME <u>REYNOLDS</u>	FIRST PERSONAL NAME <u>MARK</u>	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME <u>REYNOLDS</u>	INDIVIDUAL'S FIRST PERSONAL NAME <u>MARK</u>	INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
7c. MAILING ADDRESS <u>16410 N. 91ST SUITE # 104</u>	CITY <u>SCOTSDALE</u>	STATE <u>AZ.</u>	POSTAL CODE <u>85260</u>	COUNTRY <u>U.S.</u>

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☒ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral: VIOLATION OF TENNESSEE CODES: 56-53-102/48-51-310/TN-66-2-101/TN 38-14-101
PERSONAL PROPERTY ENCUMBRANCE ON THE RIGHT OF WAY
Increase in maximum principal indebtedness for Tennessee recording tax purpose is \$ 1050000.00

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME <u>D.F. & C.R. INC "THE HERMITAGE"</u>				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

NOTE: All information on this form is public record

2010 Tennessee Code
Title 13 - Public Planning And Housing
Chapter 7 - Zoning
Part 1 - County Zoning
13-7-111 - Violation of regulations
Penalties Modes of enforcement and
remedies.

13-7-111. Violation of regulations Penalties Modes of enforcement and
remedies.

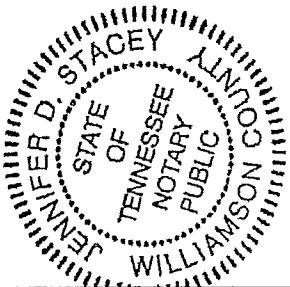
It is unlawful to erect, construct, reconstruct, alter, maintain or use any building or structure or to use any land in violation of any regulation in any provision of any ordinance or any amendment thereof enacted or adopted by any county legislative body under the authority of this part. A violation of this part is a Class C misdemeanor. Each and every day during which such illegal erection, construction, reconstruction, alteration, maintenance or use continues is deemed a separate offense. In case any building or structure is or is proposed to be erected, constructed, reconstructed, altered, maintained or used or any land is or is proposed to be used in violation of this part or of any regulation or provision enacted or adopted by any county legislative body under the authority granted by this part, such county legislative body, the attorney general and reporter, the district attorney general for the judicial district in which such violation occurs or is threatened, the county building commissioner or any adjacent or neighboring property owner who would be specially damaged by such violation, in addition to other remedies provided by law, may institute injunction, mandamus, abatement or any other appropriate action, actions, proceeding or proceedings to prevent, enjoin or abate or remove such unlawful erection, construction, reconstruction, alteration, maintenance or use.

§ 153.30 LANDLOCKED PARCELS.

As a general rule, the city shall not permit landlocked parcels or parcels that are only served by private the following:

(A) Landlocked parcels in a multiple dwelling or commercial complex provided the parcel(s) have access over another parcel within the same multiple dwelling or commercial complex; and

(B) Landlocked parcels which are unbuildable (outlots) and/or are in a residential subdivision where open space is permitted. A scenic easement may be required by the city to ensure that the property is preserved as open space.

<p style="text-align: center;">WARRANTY DEED</p> 	<p>STATE OF TENNESSEE COUNTY OF <u>Williamson</u></p> <p>THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$4,982,785.00.</p> <p><u>Donna [Signature]</u> Affiant</p> <p>SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE <u>29TH DAY OF DECEMBER, 2020, 5th day of January, 2021,</u></p> <p><u>[Signature]</u> Notary Public</p> <p>MY COMMISSION EXPIRES: <u>10/3/21</u> (AFFIX SEAL)</p> <p>Karen Johnson Davidson County Batch# 547850 DEEDWARR 01/06/2021 09:46:20 AM 5 pgs Fees: \$28.00 Taxes: \$18,436.30</p> <p style="text-align: center;">THIS INSTRUMENT WAS PREPARED BY Southland Law Group, PLLC 7101 Executive Center Dr., Suite 151 Brentwood, TN 37027</p> <p style="text-align: right;">20210106-0002300</p>	
<p>ADDRESS NEW OWNER AS FOLLOWS:</p> <p>Meritage Homes of Tennessee, Inc. 5217 Maryland Way #222 Brentwood, Tennessee 37027</p>	<p>SEND TAX BILLS TO:</p> <p>New Owner</p>	<p>MAP-PARCEL NO.(S)</p> <p>Map 86, Parcel 327.00; Map 86, Parcel 113.00; Map 86, Parcel 348.00; Map 87, Parcel 195.00; Map 87, Parcel 25.00</p>

For and in consideration of the sum of Ten AND NO/100 Dollars (\$10.00), cash in hand, paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, I/we, The Lux Development Group, LLC, a Tennessee limited liability company, hereinafter called the Grantor, has bargained and sold, and by these presents does hereby transfer and convey unto Meritage Homes of Tennessee, Inc., an Arizona corporation, hereinafter called Grantee, its successors and assigns, that certain tract or parcel of land in Davidson County, TENNESSEE, described as follows, to-wit:

Parcel No. 087-00-0-195.00:

A tract of land, being the Northeasterly part of the Kenneth Frierson, et al Property recorded in Deed Book 9511, Page 178, Situated in the 12th Councilmanic District of Davidson County, Tennessee and described according to an unrecorded Survey by John D. McCormick RLS#674 dated December 31, 2001:

BEGINNING at a fence corner post, said point being in the Easterly Property line of Harold Ewin recorded in Deed Book 5311, Page 98, RODCT and being the Southwest corner of Farmingham Wood Subdivision and being the Northwest corner of the Property herein described, thence along the Southerly boundary of Farmingham Wood Subdivision S 86° 43' 58"E., a distance of 779.83 feet to a new iron rod, thence along the Westerly margin of Now Hope Estate S 5° 17'54" W., a distance of 614.50 feet to a new iron rod, thence N. 86° 42'35" W., a distance of 770.00 feet to a new iron rod at a metal fence post, thence N. 2°

fence line So. 5 deg. 12' 39" West a distance of 501.89 feet to a corner post, thence No. 85 deg. 25' 45" West a distance of 824.22 feet along a fence line to a point of beginning and containing 6.031 acres more or less.

AND

Parcel No. 086-00-0-113.00:

TRACT NO. 1:

BEING 42 acres of land, the same property conveyed to Laura Evans by deed from William Wilson and others, of record in Book 723, Page 756, Office of the Register for Davidson County, Tennessee; the full legal description contained in said Deed is incorporated herein by reference. The property was devised to Mexie Frierson, the Grantor herein, by the Will of Laura Evans, of record in Will Book 51, Page 433, Office of the Probate Clerk for Davidson County, Tennessee.

TRACT NO. 2:

Mexie Evans Frierson

BEING 14 acres of land, the same property conveyed to Mexie Wilson Frierson by deed from William Wilson and others, of record in Book 723, Page 758, Office of the Register for Davidson County, Tennessee the full legal description contained in the said deed is incorporated herein by reference.

my NAME IS Deborah J. Frierson

INCLUDED in the description above, but excluded from this conveyance is that portion of the heretofore described real property previously conveyed to Deborah Y. Frierson from Kenneth P. Frierson, et al, by Quitclaim Deed of record in Book 8962, Page 35, Register's Office for Davidson County, Tennessee.

INCLUDED in the above, but specifically excluded therefrom is that portion of the property described in Deed Book 8962, page 35, and as Instrument No. 20020724-0088959, Register's Office for Davidson County, Tennessee.

Being a part of the same property conveyed to Wise Group, Inc. by Substitute Trustees Deed dated 05/19/2011 from Gregory S. Gill, Substitute Trustee of record in Instrument 201105230039459, Register's Office for Davidson County, Tennessee and further conveyed to The Lux Development Group, LLC, by quitclaim deed of record in Instrument No. 20180928-0096542, said Register's Office.

This conveyance is subject to the taxes for the current year and subsequent years; any and all easements and/or restrictions of record; and all matters shown on the plan of record; all in the said Register's Office.

WIN correct 1209 is improve estate property with house

This is unimproved ☒ improved ☐ property known as: 1209 & 1213 Tulip Grove Road, 4872 Myra Drive and Valley Grove Drive, Hermitage, TN 37076

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns forever; and it does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, its successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this the 29 day of December, 2020.

The Lux Development Group, LLC

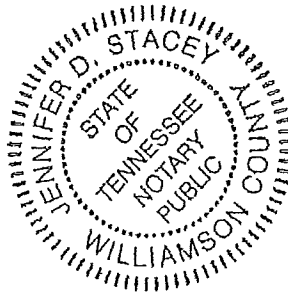
BY: Alan Wise Chief Manager
Alan Wise, Chief Manager

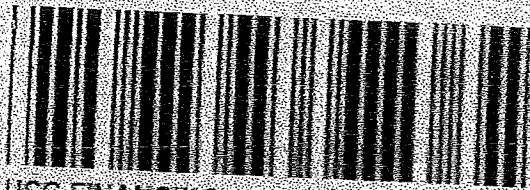
STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public within and for the State and County, appeared Alan Wise with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon his oath acknowledged himself to be the Chief Manager of The Lux Development Group, LLC, the within named bargainor, a limited liability company, and that he as such Chief Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by the said Alan Wise as such Chief Manager.

Witness my hand and official seal, this the 29 day of December, 2020.

Chill Stacey
Notary Public
My Commission Expires: 10/3/21





UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

2023502-502

1a. INITIAL FINANCING STATEMENT FILE NUMBER 1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Filer: Attach Amendment Addendum (form UCC3Ad) and provide debtor's name in item 13.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of Secured Party authorizing this Termination Statement
3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.
4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.
5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes: This Change affects ☒ Debtor or ☐ Secured Party of record AND Check one of these three boxes: ☒ CHANGE name and/or address: Complete item 8a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME	6b. INDIVIDUAL'S SURNAME			FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
	LORD			PHILLIPPE		

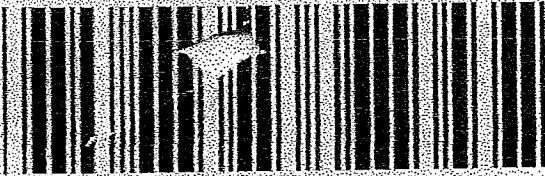
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
7b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S)				

7c. MAILING ADDRESS	CITY	STATE	Postal CODE	COUNTRY
8500 E. KAHNREE DR. SUITE 300	SCOTTSDALE	AZ	85260	US

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☒ RESTATE covered collateral. ☐ ASSIGN collateral

Indicate collateral: VIOLATIONS OF TENN CODES 54-5-136 / TN: 13-1-011 VIOLATIONS 33: 56-53-102 / 48-51-3110 / TN: 66-3-100 / TN: 39-14-104 PERSONAL PROPERTY ENCUMBRANCE on the 1st of 2nd of 3rd of 4th of 5th of 6th of 7th of 8th of 9th of 10th of 11th of 12th of 13th of 14th of 15th of 16th of 17th of 18th of 19th of 20th of 21st of 22nd of 23rd of 24th of 25th of 26th of 27th of 28th of 29th of 30th of 31st of 32nd of 33rd of 34th of 35th of 36th of 37th of 38th of 39th of 40th of 41st of 42nd of 43rd of 44th of 45th of 46th of 47th of 48th of 49th of 50th of 51st of 52nd of 53rd of 54th of 55th of 56th of 57th of 58th of 59th of 60th of 61st of 62nd of 63rd of 64th of 65th of 66th of 67th of 68th of 69th of 70th of 71st of 72nd of 73rd of 74th of 75th of 76th of 77th of 78th of 79th of 80th of 81st of 82nd of 83rd of 84th of 85th of 86th of 87th of 88th of 89th of 90th of 91st of 92nd of 93rd of 94th of 95th of 96th of 97th of 98th of 99th of 100th of 101st of 102nd of 103rd of 104th 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UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS

Karen Johnson Davidson County
Batch# 1033849 UCCFX
08/02/2023 02:06:43 PM 2 pgs
Fees: \$15.00 Taxes: \$0.00

20230802-0059745

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<p>DEBORAH J. FRICKSON 8305 GORDON LANE HERMITAGE, TN 37076</p>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME	MERITAGE HOMES OF TENNESSEE		
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
	1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
	1213 Tulip Grove Rd	HERMITAGE	TN	37076
				COUNTRY
				U.S.

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
	2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME	D.F.E.C.R. INC.		
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
	3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
	1207 Tulip Grove Rd	HERMITAGE	TN	37076
				COUNTRY
				U.S.

4. COLLATERAL: This financing statement covers the following collateral: THIS IS ACTUAL AND CONSTRUCTIVE NOTICE OF ALL DEBTORS' INTEREST IN ALL THE DEBTORS' PROPERTY, BOTH REGISTERED AND UNREGISTERED, IS HEREBY ACCEPTED AS COLLATERAL FOR SECURING CONTRACTUAL OBLIGATIONS IN FAVOR OF THE SECURED PARTY. TENN CODE 54-5-130 PERSONAL PROPERTY ENCROACHMENT ON RIGHT-OF-WAY AS WELL AS TENN CODE 13-7-111
Maximum principal indebtedness for Tennessee recording tax purposes is: (USD 115 M) 0

5. Check only if applicable and check only one box: Collateral is ☒ held in Trust (see UCC1Ad, item 17 and instructions)
☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public Finance Transaction ☐ Manufactured Home Transaction ☐ A Debtor is a Transmitting Utility
6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA: 85 56-53-102 / 66-3-104

April 16, 2022

D.F and C.R. Inc., est., 2010 on 1209 Tulip Grove Rd,

Deborah J. Frierson

8305 Gordon Lane

Hermitage, TN 37076

Mark Reynolds

VP Senior Attorney/Vice President

16410 N. 91st Suite#104

Scottsdale, AZ 85260

I am writing this letter pertaining to my property owned by Deborah J. Frierson, the owner of the 4.8 acres and the house on 1209 Tulip Grove Rd., Hermitage, TN 37076 and D.F. and C.R. Inc., which was established 2010, which is matter of records with the Register of Deeds and the Secretary of State to support my legal ownership of the 4.8 acres and the house by all state officials: metro water, electricity etc., the original Quitclaim deed!!!

The deposition should have been taken under consideration which was not done by due diligently and proper title searches of the 4.8 acres and the house on 1209 Tulip Grove Rd., Hermitage, TN 37076

It is matter of record with Attorney General Office has a file of my legal ownership of the 4.8 acres and the house on 1209 Tulip Grove Rd., Hermitage, TN and October 2018 a Police report was filed about this 4.8 acres and house is on file.

There was not any/been any provisions that addresses my legal ownership of the 4.8 acres and the house on 1209 Tulip Grove Rd., Hermitage, TN 37076, has been (OVER LOOKED)unambiguous, by the scope of your development plans has been encroached upon my 4.8 acres and house, breached beyond the 4.8 acres boundary line and the 50ft frontage easement of the 4.8 acres of the Tulip Grove

I am trying to bring light to this situation to get some resolution considering my property on 1209 Tulip Grove Rd., Hermitage, TN (4.8 acres) and house, 50ft road frontage, hopefully this can be addressed. I believe in peaceful out come and proper business etiquette, honesty and respect.

I am aware what is going on 1209 Tulip Grove Rd., Hermitage, TN...What you do not know (like you really care)I am a single mother of 72 years with a spinal cord injury son who depends on me....I DID NOT SELL ANYTHING TO ANYONE, PROPERTY OR HOME. The lie is in your paperwork and internet fraudulent information. I have all legal paper work, ownership Quitclaim Deed from all family members, Great, Great Aunt which starts from 1873 etc., my home has been vandalized so badly since 2020 and I have been landlocked from the house, it is a life time driveway/easement.

It is a shame how greedy individuals think they have the power and moneyNo soul/emptiness for the next human being. The police report is matter of public records again....10/18/2018 considering the 4.8 acres and the house, it was never sold. There has always been a house at 1209 Tulip Grove Rd., Hermitage, TN 37076 since 1940's "always", people rather believe a lie then the truth.

I saw your plat it shows Mrs. Robertson house is still encroached on the 4.8 acres, which is legal on paper when I have all the original and legal documents.

Noticed: Driveway off Tulip Grove Rd., is supposed to be as shown as Evans Highway, which is my great, great Auntie, whom donated the property to build the church for people of color.

Contact Information:

Cartaze H. Ragland, he can answer any questions pertaining to this issue. He is registered by the Secretary of State to handle all question considering Real Estate.

D.F. and C.R. Inc., 1209 Tulip Grove Rd., Hermitage, TN 37076...phone number 615-874 4118

Phone: 402 770 9602

Deborh J. Frierson

1209 Tulip Grove Rd., Hermitage, TN

8305 Gordon Lane, Hermitage, TN 3707

Phone: 615 889 88996

ALL RIGHTS RESERVED

Cc: GEO PHILLIPPE Lord

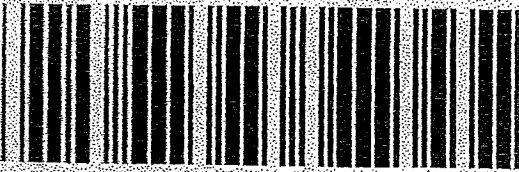
Executive Vice President

Meritage's Home Corporation

8800 E. Rain Tree Dr., Suite 300

Scottsdale, AZ 85260

Sister + Brother



UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

Karen Johnson Davidson County
Batch# 1047667 UCCFS
09/08/2023 11:33:47 AM 5 pgs
Fees: \$15.00 Taxes: \$0.00



20230908-0070617

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) D.F. & C.R. INC "THE HERMITAGE" 1209 Tulip Grove Rd HERMITAGE, TN 37076

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Concordia Development Inc			
OR 1b. INDIVIDUAL'S SURNAME Robertson	FIRST PERSONAL NAME GEORGE	ADDITIONAL NAME(S) INITIAL(S) H	SUFFIX JR
1c. MAILING ADDRESS 612 BRANFLOO Bldg	CITY OLD HICKORY	STATE TN	POSTAL CODE 37138
			COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME			
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
			COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME D.F. & C.R. INC "THE HERMITAGE"			
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1209 Tulip Grove Rd	CITY HERMITAGE	STATE TN	POSTAL CODE 37076
			COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

THIS IS ACTUAL AND CONCLUSIVE NOTICE ALL Debtors INTERESTS IN ALL THE Debtors PROPERTY, BOTH Registered AND UNREGISTERED, IS HEREBY ACCEPTED AS COLLATERAL FOR SECURING CONTRACTUAL OBLIGATIONS IN PROOF OF SECURED PARTIES VIOLATION Tenn. 54-5-136 / 13-7-111 / 58: 36-53-107 / 48-57-210 (also 38-14-154 / 39-14-154)

Maximum principal indebtedness for Tennessee recording tax purposes is \$ 0 (USD 600,000.00)

5. Check only if applicable and check only one box: Collateral is ☒ held in Trust (see UCC1Ad, Item 17 and instructions)
☐ being administered by a Decedent's Personal Representative

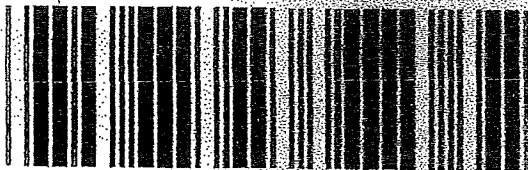
6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

NOTE: All information on this form is public record.



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

Karen Johnson Davidson County
Batch# 1047667 UCCFSAMN
09/08/2023 11:33:47 AM 1 pg
Fees: \$15.00 Taxes: \$0.00



20230908-0070618

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER <u>20230908-0070618</u>	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: Attach Amendment Addendum (form UCC3Ad) and provide debtor's name in item 13.
--	--

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5. ☐ PARTY INFORMATION CHANGE:
Check one of these two boxes: ☒ Debtor or ☐ Secured Party of record AND Check one of these three boxes:
This Change affects ☒ CHANGE name and/or address; Complete item 6a or 6b, and item 7a or 7b and item 7c ☐ ADD name; Complete item 7a or 7b, and item 7c ☐ DELETE name; Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S SURNAME <u>ROBERTSON</u>	FIRST PERSONAL NAME <u>GEORGE</u>	ADDITIONAL NAME(S) INITIAL(S) <u>H</u>
			SUFFIX <u>JR</u>

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S SURNAME <u>ROBERTSON</u>	FIRST PERSONAL NAME <u>GEORGE</u>	ADDITIONAL NAME(S) INITIAL(S) <u>H</u>
			SUFFIX <u>JR</u>
7c. MAILING ADDRESS <u>612 GRANWOOD BLVD</u>	CITY <u>OLD HICKORY TN</u>	STATE <u>TN</u>	POSTAL CODE <u>37138</u>
			COUNTRY <u>U.S</u>

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☒ ADD collateral ☐ DELETE collateral ☐ REAL ESTATE covered ☐ NON collateral

Indicate collateral: VIOLATION TOWN COOBS. 54-5-136 / 13-7-74 / 17U: 55: 54-53-10
TN: 55: 48-51-300 / TN: 66-3-104 / TN: 38-11-100
PERSONAL PROPERTY CALCULATORS
Increase in maximum principal indebtedness for Tennessee recording tax purpose is \$ 50,000 1.2.21

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME <u>D.F. & C.R. INC</u>			
OR	9b. INDIVIDUAL'S SURNAME <u>THE HEEMING</u>	FIRST PERSONAL NAME <u>37076</u>	ADDITIONAL NAME(S) INITIAL(S) <u></u>
			SUFFIX <u></u>

10. OPTIONAL FILER REFERENCE DATA:

2010 Tennessee Code
Title 13 - Public Planning And Housing
Chapter 7 - Zoning
Part 1 - County Zoning
13-7-111 - Violation of regulations
Penalties Modes of enforcement and
remedies.

13-7-111. Violation of regulations Penalties Modes of enforcement and
remedies.

It is unlawful to erect, construct, reconstruct, alter, maintain or use any building or structure or to use any land in violation of any regulation in any provision of any ordinance or any amendment thereof enacted or adopted by any county legislative body under the authority of this part. A violation of this part is a Class C misdemeanor. Each and every day during which such illegal erection, construction, reconstruction, alteration, maintenance or use continues is deemed a separate offense. In case any building or structure is or is proposed to be erected, constructed, reconstructed, altered, maintained or used or any land is or is proposed to be used in violation of this part or of any regulation or provision enacted or adopted by any county legislative body under the authority granted by this part, such county legislative body, the attorney general and reporter, the district attorney general for the judicial district in which such violation occurs or is threatened, the county building commissioner or any adjacent or neighboring property owner who would be specially damaged by such violation, in addition to other remedies provided by law, may institute injunction, mandamus, abatement or any other appropriate action, actions, proceeding or proceedings to prevent, enjoin or abate or remove such unlawful erection, construction, reconstruction, alteration, maintenance or use.

§ 153.30 LANDLOCKED PARCELS.

As a general rule, the city shall not permit landlocked parcels or parcels that are only served by private the following:

- (A) Landlocked parcels in a multiple dwelling or commercial complex provided the parcel(s) have access over another parcel within the same multiple dwelling or commercial complex; and
- (B) Landlocked parcels which are unbuildable (outlots) and reserved as permanent public open space permitted. A scenic easement may be required by the city in order to ensure that the

Nashville / Davidson County Parcel Viewer



May 25, 2023

Override 1

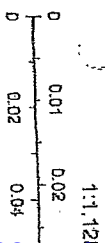
graphicslayer2

Zoning

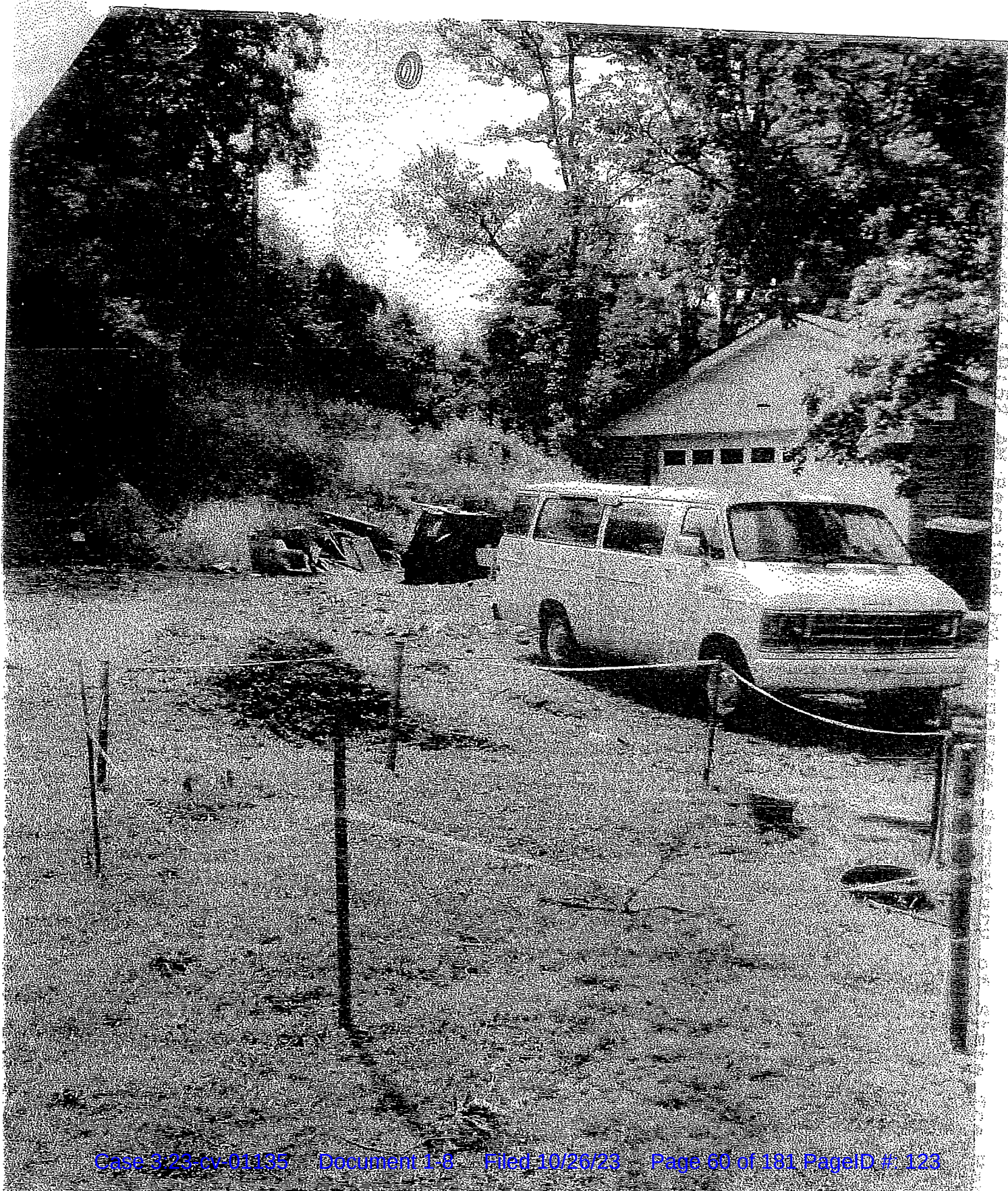
Urban Design Overlay

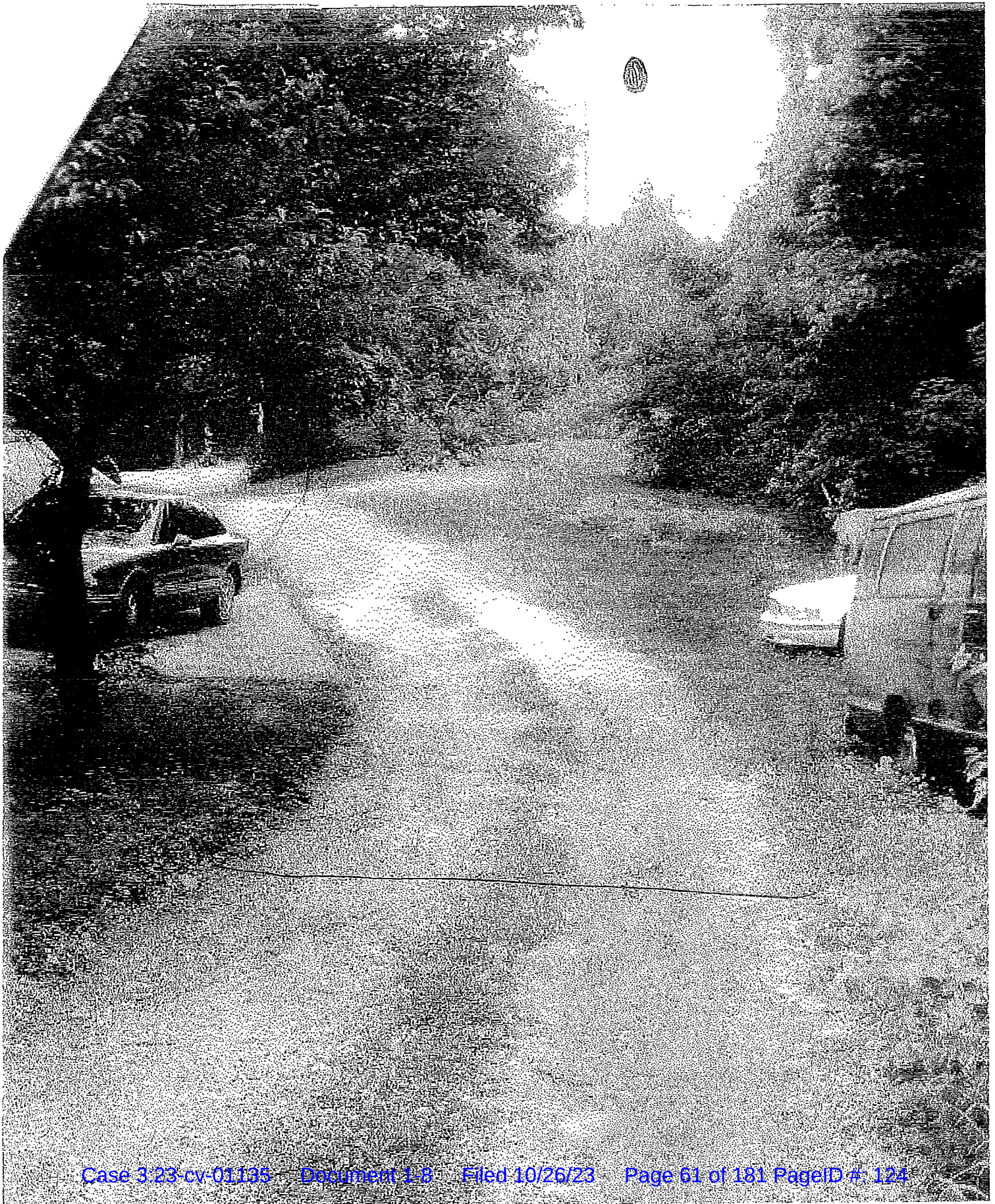
Planned Unit Development

Met original plat

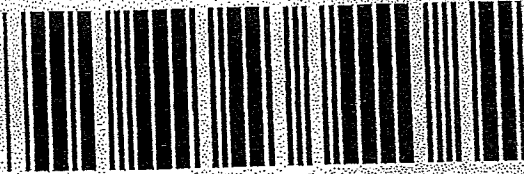


Nashville Maps: Parcel Viewer





Sister + Brother



Karen Johnson Davidson County
Batch# 1047667 UCCFXAMN
09/08/2023 11:33:47 AM 6 pgs
Fees: \$15.00 Taxes: \$0.00



20230908-0070616

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional)

B. EMAIL CONTACT AT FILER (Optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer Attach Amendment Addendum (form UCC3Ad) and provide debtor's name in item 13.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects ☒ Debtor or ☐ Secured Party of record

AND Check one of these three boxes:

☒ CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

STATE

POSTAL CODE

COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral: WARRANTED TENN CODES: 54-5-136 / 13-7-101 / 55-56-53-10

TN: 55: # 48-51-3110 / TN: 60-3-104 / TN: 35-14-104

PERSONAL PROPERTY OVERSEAS

Increase in maximum principal indebtedness for Tennessee recording tax purpose is \$

(450,000.00)

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S SURNAME

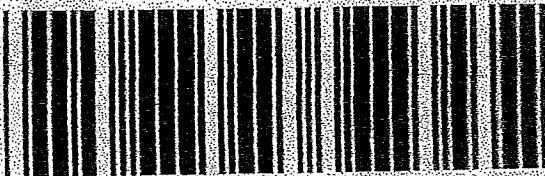
FIRST PERSONAL NAME

ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

OPTIONAL FILER REFERENCE DATA

Case 9:23-cv-01135 Document 1-8 Filed 10/26/23 Page 62 of 181 PageID #: 125



UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

Karen Johnson Davidson County
Batch# 1033649 UCCFX
08/02/2023 02:08:43 PM 7 pgs
Fees: \$15.00 Taxes: \$0.00

20230802-0059746

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) DEBORAH J. FRIERSON 8305 Gordon Lane Hermitage, TN 37076

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
OR 1b. INDIVIDUAL'S SURNAME	FIRST NAME	ADDITIONAL NAME(S)	SUFFIX	
GREGORY	JACQUELINE	ROBERTSON	WIFE	
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1101 TULIP GROVE RD	HERMITAGE	TN	37076	U.S.

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME	D.F. & C.R. INC.			
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1209 TULIP GROVE RD	HERMITAGE	TN	37076	U.S.

4. COLLATERAL: This financing statement covers the following collateral: THIS IS ACTUAL AND CONSTRUCTIVE NOTION ALL THE DEBTOR'S INTEREST IN ALL THE DEBTOR'S PROPERTY, BOTH REGISTERED AND UNREGISTERED, IS HEREBY ACCEPTED AS COLLATERAL FOR SEVERAL CONTRACTUAL OBLIGATIONS IN FAVOR OF THE SECURED PARTY - B-J-M VIOLATION OF REGULATIONS PENALTIES MONIES OF ENFORCEMENT ADDRESSES (USD 550,000.00)
Maximum principal indebtedness for Tennessee recording tax purposes is \$ 0

5. Check only if applicable and check only one box: Collateral is ☒ held in Trust (see UCC1Ad, Item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public Finance Transaction ☐ Manufactured Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Call Buyer ☐ Bailor/Bailor ☐ Licensee

2010 Tennessee Code
Title 13 - Public Planning And Housing
Chapter 7 - Zoning
Part 1 - County Zoning
13-7-111 - Violation of regulations
Penalties Modes of enforcement and
remedies.

13-7-111. Violation of regulations Penalties Modes of enforcement and remedies.

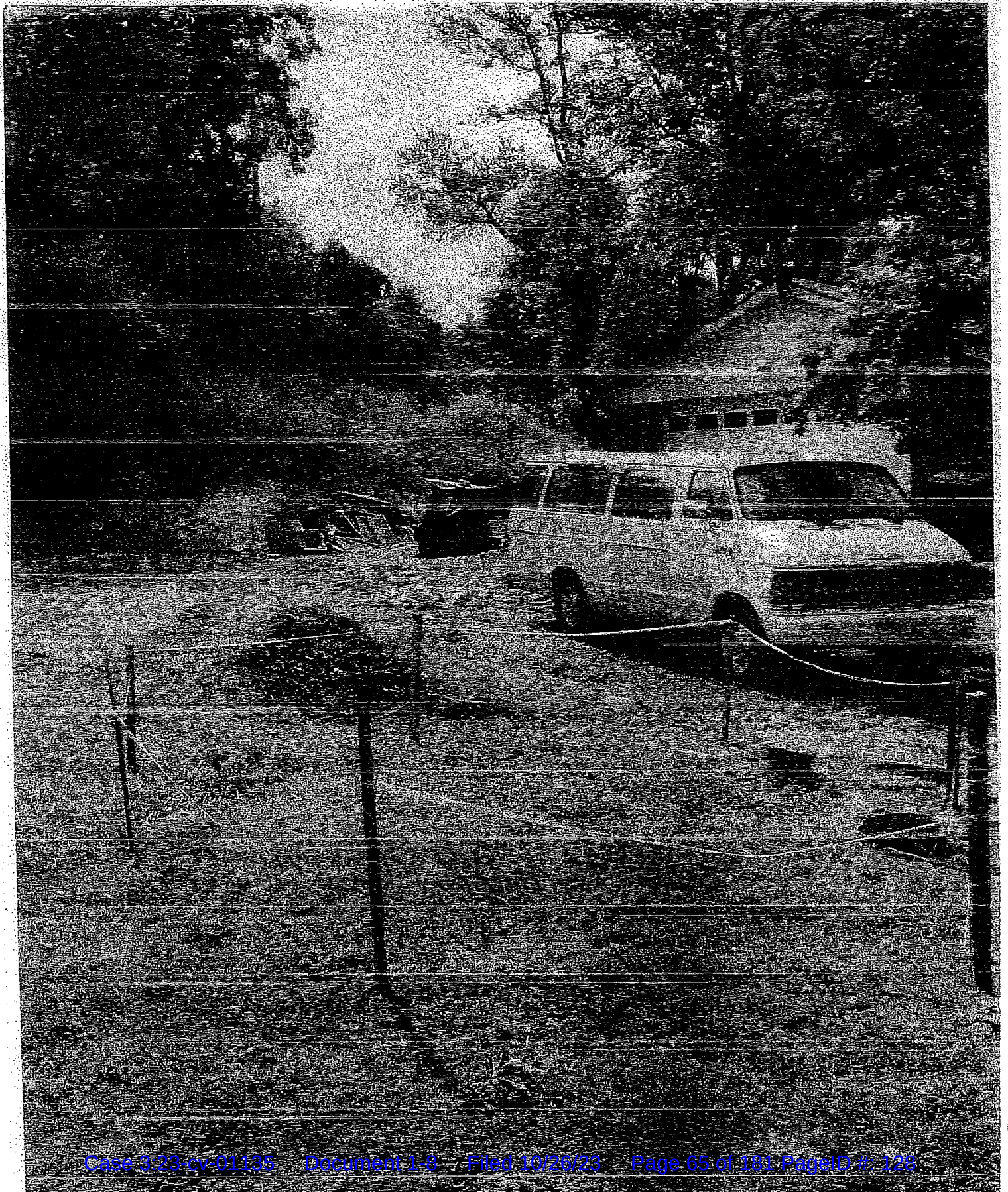
It is unlawful to erect, construct, reconstruct, alter, maintain or use any building or structure or to use any land in violation of any regulation in any provision of any ordinance or any amendment thereof enacted or adopted by any county legislative body under the authority of this part. A violation of this part is a Class C misdemeanor. Each and every day during which such illegal erection, construction, reconstruction, alteration, maintenance or use continues is deemed a separate offense. In case any building or structure is or is proposed to be erected, constructed, reconstructed, altered, maintained or used or any land is or is proposed to be used in violation of this part or of any regulation or provision enacted or adopted by any county legislative body under the authority granted by this part, such county legislative body, the attorney general and reporter, the district attorney general for the judicial district in which such violation occurs or is threatened, the county building commissioner or any adjacent or neighboring property owner who would be specially damaged by such violation, in addition to other remedies provided by law, may institute injunction, mandamus, abatement or any other appropriate action, actions, proceeding or proceedings to prevent, enjoin or abate or remove such unlawful erection, construction, reconstruction, alteration, maintenance or use.

§ 153.30 LANDLOCKED PARCELS.

As a general rule, the city shall not permit landlocked parcels or parcels that are only served by private the following:

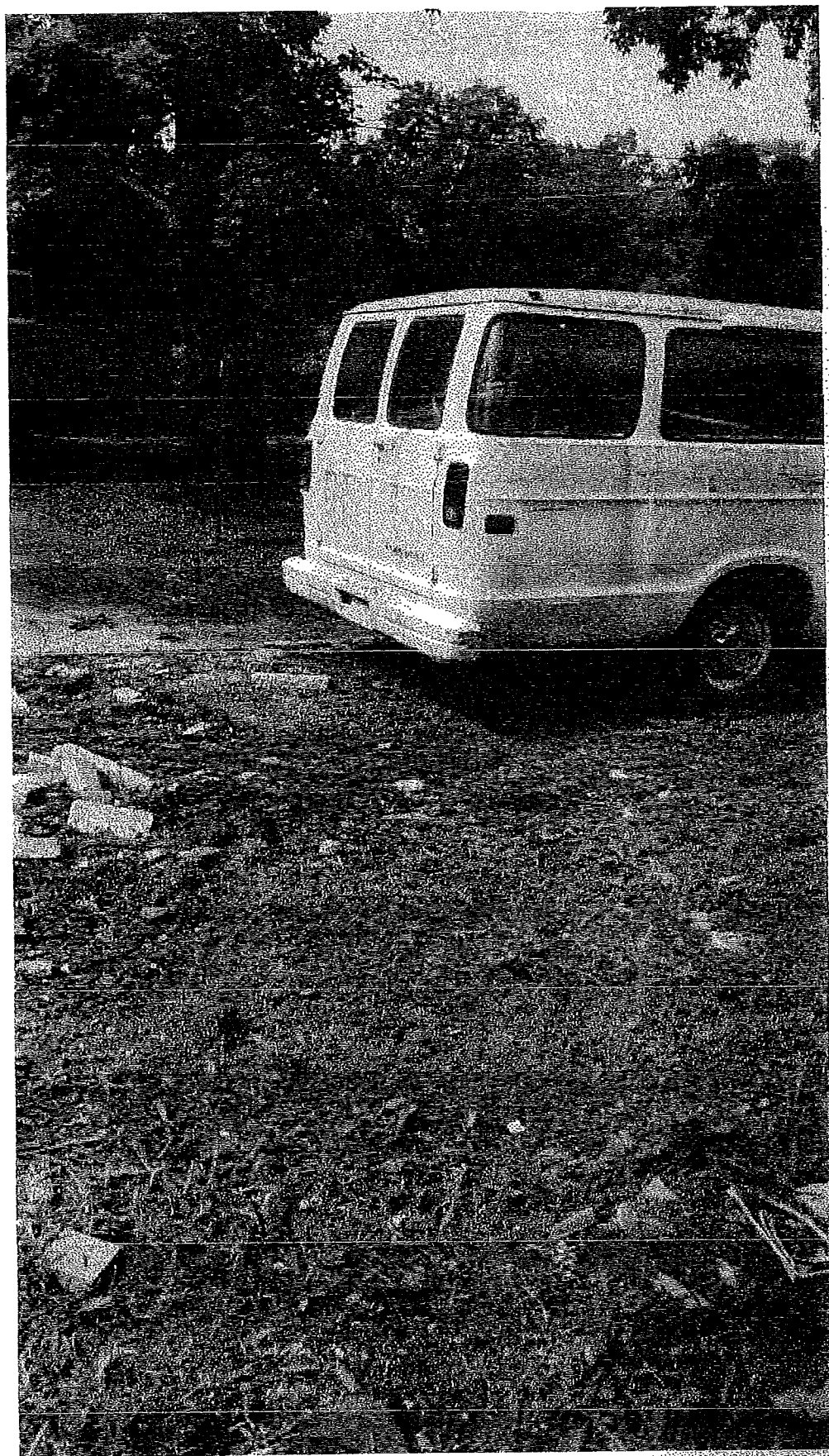
(A) Landlocked parcels in a multiple dwelling or commercial complex provided the parcel(s) have access over another parcel within the same multiple dwelling or commercial complex and

(B) Landlocked parcels which are unbuildable (outlots) and reserved as permanent public open space permitted. A scenic easement may be required by the city to ensure that the property is preserved as open space.



9/12/23, 5:14 PM

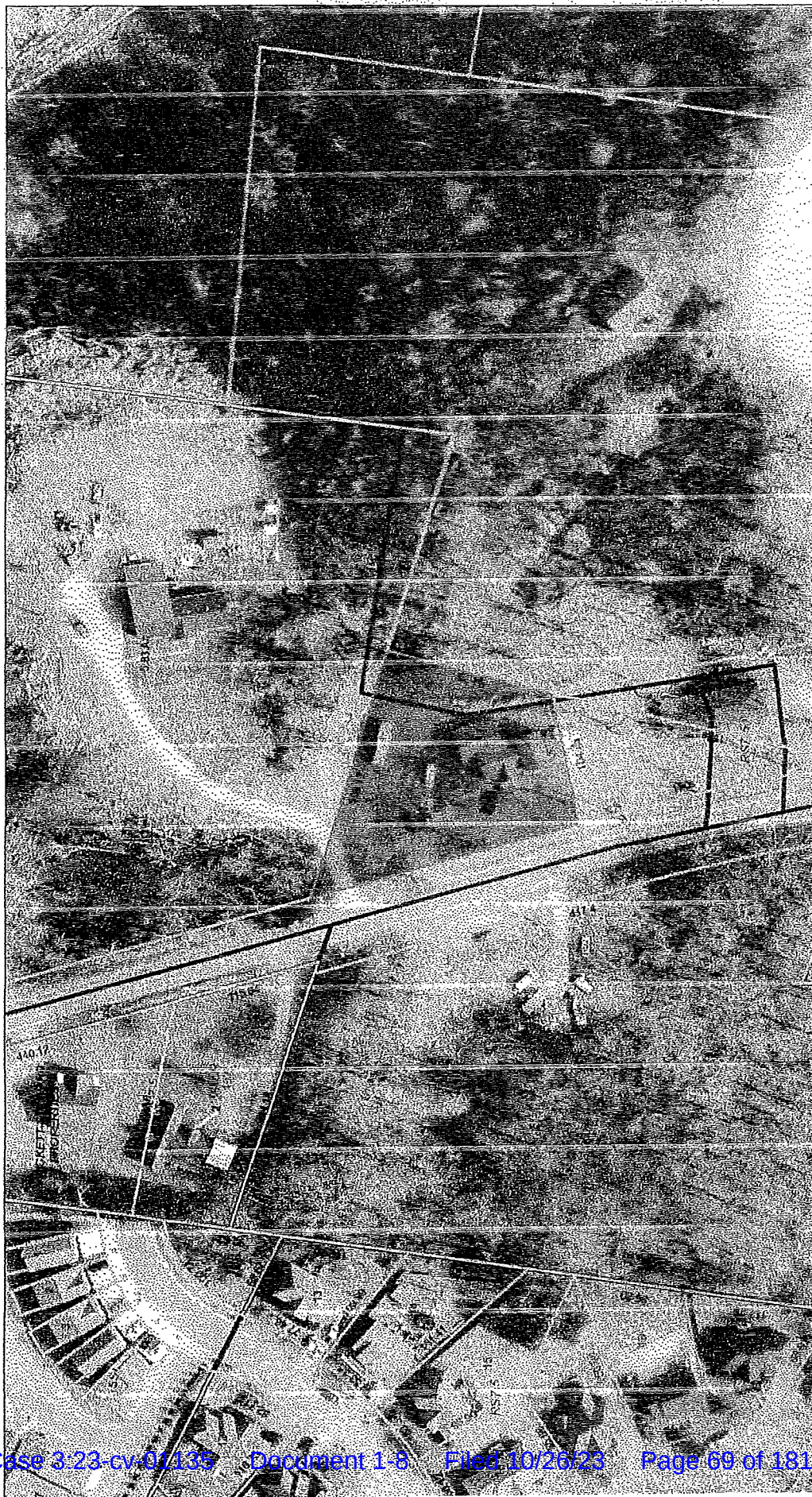
Resized-20230701-095017(2).JPG







Nashville / Davidson County Parcel Viewer



25, 2023

Oxide 1

graphicsLayer2

Zoning

Urban Design Overlay

Planned Unit Development

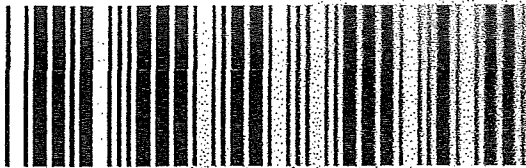
1:1.12M

pol-11 (6)

144-9, 7119

Nashville Maps: Picomelly International

Abstract



20230908-0059344

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Karen Johnson Dawson County
Batch# 1047667 UCCFXAMN
09/08/2023 11:33:47 AM 5 pgs
Fees: \$30.00 Taxes: \$0.00



20230908-0070615

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME	RV (MECHANIC LEND)			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
		GEORGIE BOY RV		
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1101 Tulip Grove Rd	HERMITAGE	TN	37076	U.S.

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME	D.F. & C.A. INC "THE HERMITAGE"			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

4. COLLATERAL: This financing statement covers the following collateral:

TN
DTX829 KNOX CO / EXP 26 (USA)
Maximum principal indebtedness for Tennessee recording tax purposes is \$ 35,000.00

5. Check only if applicable and check only one box: Collateral is ☒ held in Trust (see UCC1Ad, Item 17 and instructions)

☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

NOTE: All information on this form is public record.

UCC FINANCING STATEMENT (TN FORM UCC1) (REV. 12/1/2016)

PICK-UP



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: <u>Attach</u> Amendment Addendum (form UCC3Ad) and provide debtor's name in item 13.
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of Secured Party authorizing this Termination Statement	
3. <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.	
4. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.	
5. <input type="checkbox"/> PARTY INFORMATION CHANGE: Check <u>one</u> of these two boxes: <input checked="" type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record AND Check <u>one</u> of these three boxes: <input checked="" type="checkbox"/> CHANGE name and/or address; Complete item 6a or 6b; and item 7a or 7b and item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b; and item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b	

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only <u>one</u> name (6a or 6b)			
6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S SURNAME <u>GEO GORY</u>	FIRST PERSONAL NAME <u>JACQUELINE</u>	ADDITIONAL NAME(S) INITIAL(S) <u>ROBERTSON</u>
			SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) (use exact full name; do not omit, modify or abbreviate any part of the Debtor's name)				
7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME <u>GEO GORY</u>			
	INDIVIDUAL'S FIRST PERSONAL NAME <u>JACQUELINE</u>			
	INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S) <u>ROBERTSON</u>			SUFFIX
	7c. MAILING ADDRESS <u>1303 Tulipbrow Rd</u>	CITY <u>HERMITAGE</u>	STATE <u>TN</u>	POSTAL CODE <u>37076</u>
				COUNTRY <u>U.S.</u>

8. <input type="checkbox"/> COLLATERAL CHANGE: Also check <u>one</u> of these four boxes: <input type="checkbox"/> ADD collateral: <input checked="" type="checkbox"/> DELETE collateral: <input type="checkbox"/> RESTATE covered collateral: <input type="checkbox"/> ASSIGN collateral:
Indicate collateral: <u>VIOLATION OF TENN CODE 54-5-136/13-7-111/ TN:SS# 48-51-3110/TN:SS# 66-3-104/TN:SS# 54-10-102/ 56-53102</u>
<u>PERSONAL PROPERTY ENCROACHMENT</u>
Increase in maximum principal indebtedness for Tennessee recording tax purpose is \$ <u>100,000.00</u>

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor			
9a. ORGANIZATION'S NAME <u>D.F.F. CR INC "THE HERMITAGE"</u>			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)
			SUFFIX

10. OPTIONAL FILER REFERENCE DATA:



20230802-0059744

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional)

B. EMAIL CONTACT AT FILER (Optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

DEBORAH J. Firlerson
8305 Gordon Lane
Hermitage, TN 37076

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME		ADDITIONAL NAME(S) INITIAL(S)		SUFFIX
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME			
	GREGORY	JACQUELINE	ROBERT L. SOUL		WIDOW
	1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
	1703 TRUMP GOWER RD	HERITAGE	TN	37076	U.S.

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME				
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)		SUFFIX
	2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provident Bank and Trust Company (20 of 26)

3a. ORGANIZATION'S NAME <i>D. F. & C. R. INC.</i>		ADDITIONAL NAME(S) INITIAL(S)		SUFFIX
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		
3c. MAILING ADDRESS <i>1209 TULIP GROVE Rd</i>		CITY <i>"HICKORY"</i>	STATE <i>TX</i>	POSTAL CODE <i>75076</i> " "
				COUNTRY <i>U.S.</i>

4. COLLATERAL: This financing statement covers the following collateral: THIS IS ACTUAL AND CONSTRUCTIVE NOTICE THAT ALL DEBTORS INTEREST IN ALL THE DEBTORS PROPERTY, BOTH REGISTERED AND UNREGISTERED, IS HEREBY ACCEPTED AS COLLATERAL FOR SECURED CONTRACTUAL OBLIGATIONS IN FAVOR OF THE SECURED PARTY. TENN. CODE 54-6-13 PERSONAL PROPERTY ENCUMBRANCE ON RIGHTS OF TENANT (USD 550,000.00)
Maximum principal indebtedness for Tennessee recording tax purposes is \$ 550,000.00

5. Check only if applicable and check only one box: Collateral is ☒ held in Trust (see UCC1Ad Item 17 and Instructions)
☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Joint Financial Transaction ☐ Joint Debtors' Transaction ☐ Joint Debtor's Transaction ☐ Joint Debtor's Lien ☐ Non-UCC Filing
 7. ALTERNATIVE DESIGNATION (if applicable): ☒ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensors

2010 Tennessee Code
Title 13 - Public Planning And Housing
Chapter 7 - Zoning
Part 1 - County Zoning
13-7-111 - Violation of regulations
Penalties Modes of enforcement and
remedies.

13-7-111. Violation of regulations Penalties Modes of enforcement and
remedies.

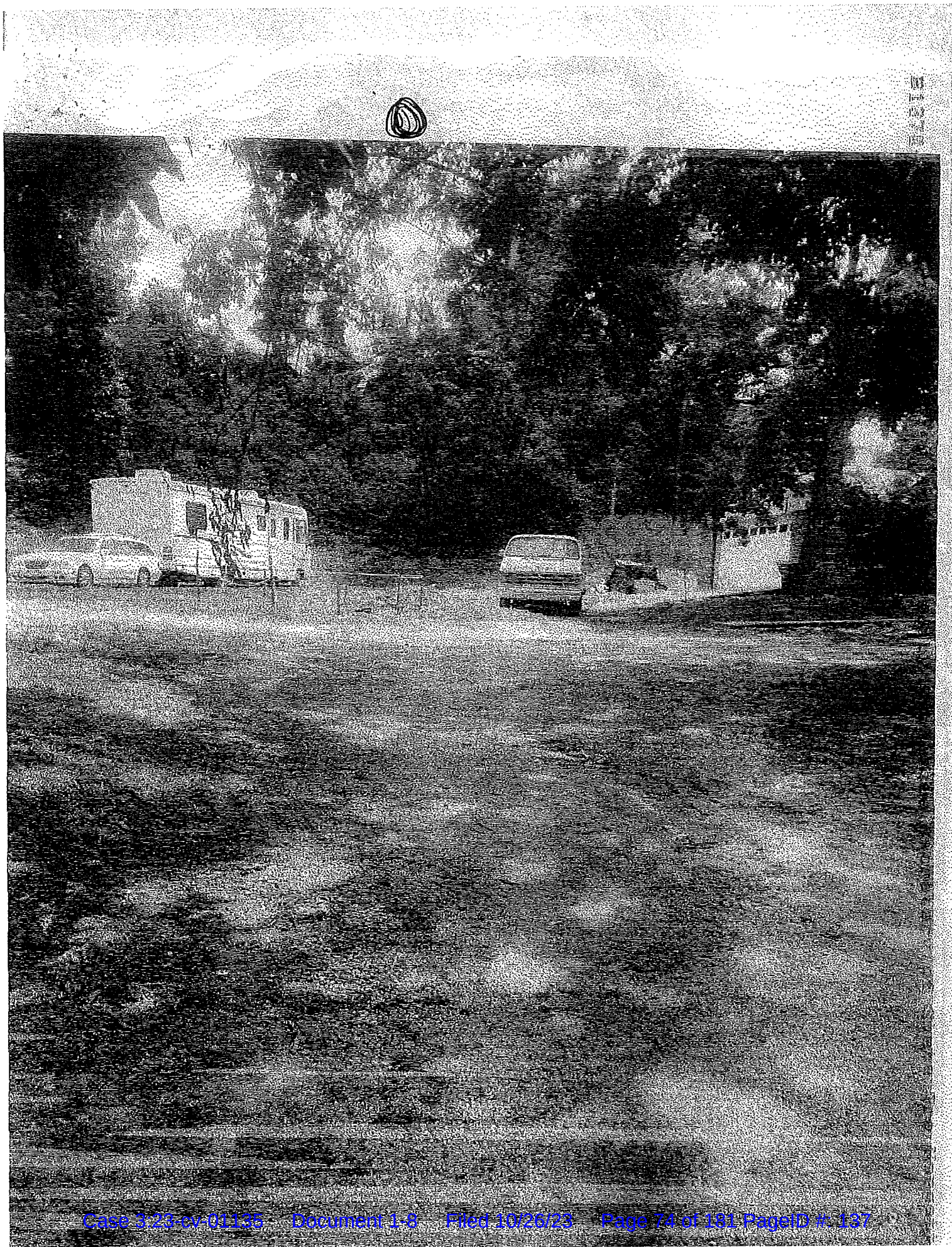
It is unlawful to erect, construct, reconstruct, alter, maintain or use any building or structure or to use any land in violation of any regulation in any provision of any ordinance or any amendment thereof enacted or adopted by any county legislative body under the authority of this part. A violation of this part is a Class C misdemeanor. Each and every day during which such illegal erection, construction, reconstruction, alteration, maintenance or use continues is deemed a separate offense. In case any building or structure is or is proposed to be erected, constructed, reconstructed, altered, maintained or used on any land is or is proposed to be used in violation of this part or of any regulation or provision enacted or adopted by any county legislative body under the authority granted by this part, such county legislative body, the attorney general and reporter, the district attorney general for the judicial district in which such violation occurs or is threatened, the county building commissioner or any adjacent or neighboring property owner who would be specially damaged by such violation, in addition to other remedies provided by law, may institute injunction, mandamus, abatement or any other appropriate action, actions, proceedings or proceedings to prevent, restrain or abate or remove such land and building, construction, reconstruction, alteration, maintenance or use.

§ 153.30 LANDLOCKED PARCELS.

As a general rule, the city shall not permit landlocked parcels or parcels that are only served by private the following:

(A) Landlocked parcels in a multiple dwelling (or commercial complex) and the parcel(s) have access over another parcel within the same multiple dwelling or commercial complex; and

(B) Landlocked parcels which are unbuildable (outlots) and are not used for permanent public open space



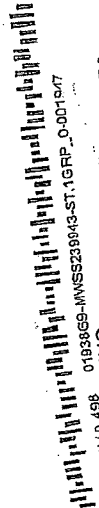
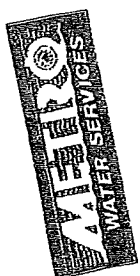
1-2423 8/28/2023 10:52 AM RECEIVED

First Class Mail
Presorted
US Postage Paid
Metro Water Services

Fraud
Never lived at the this
address, never had water, sewer
no connect. Playing with my
mail box for my
nos

ALLAN WISE LIVE AT
2006 SHORELINE DR
Nashville, TN 37122
MAIL
Falsely using
my mail box

METRO WATER SERVICES
CUSTOMER SERVICE CENTER
1700 THIRD AVENUE NORTH
NASHVILLE, TN 37208-2248



19471 AV 0498 0193869-INVS239543-ST.1GRP_0001047
WISE GROUP, INC
1209 TULIP GROVE RD
HERMITAGE TN 37076-2832

00000000021684680110001440007

DEPARTMENT OF WATER AND SEWERAGE SERVICES
CUSTOMER SERVICE CENTER
1700 THIRD AVENUE NORTH
NASHVILLE, TN 37208-2248



ALLAN WISE addresses
2006 SHORELINE DR
Nashville, TN 37122
Falsely using
my mail box
Never lived at this address,
never had water line,
never connected to this house
never playing with my
mail box for my
nos

1931 AS 0.807 0193869-INVS239543-ST.1GRP_0001047
WISE GROUP, INC
1209 TULIP GROVE RD
HERMITAGE TN 37076-2832

00000000021684680110001440007

Bischoff, Debbie (Library)

DaBizz Queen <deborahfrierson69@gmail.com>
Wednesday, November 3, 2021 7:30 PM
Bischoff, Debbie (Library)
Re: Offer from Holland

Had 13+ 6 mos. of
Lawyers!! Look where I am
today - NOTHING
out Fraud..

Attention: This email originated from a source external to Metro Government. Please exercise caution when opening any attachments or links from external sources.

On Fri, Oct 15, 2021, 10:31 AM Bob Notestine <bob@bellemeadetitle.com> wrote:

Deborah- unless the motion you or your son filed is withdrawn, I will have to file a motion to withdraw from the case. Courts don't want to hear and review motions filed both by counsel and their clients and it shows a clear lack of coordination between attorney and client. It really undercuts my efforts on your behalf. However, I did get an interesting call from Horton Frank yesterday Despite Holland's continual stance that he will never pay you a penny, he has made a \$50,000 cash offer to resolve this case. He is able to borrow this sum from a friend. His attorney, Mr. Frank, is trying to help him clean up all the judgments against him. Holland is 79 and he is trying to find some late life resolution to all his problems. I think there is a possibility about getting him to agree to a little more like \$60,000-\$75,000. But his offer is \$50,000 cash when all the final paperwork is signed. After all you have gone through I do encourage you to consider this and advise as soon as possible as to your thoughts. We have chased him around for years and in the collection business there is a saying "money in hand is better than possible money in the future." All that is to say that money in hand is a certain while collection is not. And he could bankrupt again. Bob

Robert J. Notestine III
Notestine Law Firm
109 Kenner Avenue, S-201
Nashville, TN 37205
615- 297-1568, ext 11
615-297-2413 fax
Direct: (615)202-5071
615-297-2413
bob@notestinelaw.com

Re: Deborah Frierson

From: **Bob Notestine** (bob@bellemeadetitle.com)

Date: Mon 5/16/11 6:12 PM

To: Alan Wise (Alan@wisecoachesofnashville.com)

Or: Deborah Frierson (deborahfrierson@hotmail.com)

Mr. Wise, by your communication addressed to me, without assistance of counsel, I assume you intend to proceed without counsel. If this is incorrect please let me know. I will represent Ms. Frierson in the eviction action. However, unless you are willing to communicate openly in a meeting about your interest in this property and any business dealings you have with the former owner of the property I must warn you that there is a chance you will become a party or witness in a pending circuit court case involving my client and the prior owner. To put it simply, if you will meet with myself and my client this week or early next week to discuss this matter and to assure us that you have no business dealings or relationship with the former owner, I feel that we may be able to keep you out of the litigation. If you are not willing to do so I will ask the court to remove any eviction action you may file with circuit court and we will explore adding you to the case. I am not doing this to threaten you but to let you know that this property has been the subject of litigation and that this litigation may have an impact on you.

Please let me know if you are willing to meet in the hope that an amicable resolution may occur, Bob Notestine Attorney at Law

On Sat, May 14, 2011 at 4:10 PM, Alan Wise <

> wrote:

Bob,

My name is Alan Wise. You have been in contact with my foreclosure attorney Greg Gill in regards to Deborah and her request regarding the purchase of the property she currently resides at. I want to let you know that the property is not for sale. I have contacted your client in regards to this matter and informed her I would do a month to month rental agreement at best. I have not had any response from Deborah as of today's date, May 14, 2011. Please inform your client that I intend to proceed with eviction procedures, Tuesday May 17th, 2011, if she has not contacted me and made arrangements for payment. The rental amount is \$1200.00 monthly.

Thank you for your assistance on this matter.

Alan Wise

President/CEO

Windows Live Hotmail Print Message

Page 2 of 2

Wise Coaches, Inc.

1312 Central Ct.

Hermitage, TN 37076

615-391-3505 (O)

615-944-0755 (C)

To learn more about our company, visit

Robert J. Notestine III
Attorney at Law
109 Kenner Avenue, S-201
Nashville, TN 37205
615- 297-1568, ext 11
615-297-2413

Re: Deborah Frierson - April 25th sale

From: **Bob Notestine** (bob@bellemeadetitle.com)

Sent: Wed 4/20/11 6:25 PM

To: Deborah Frierson (deborahfrierson@hotmail.com)

Deborah the deed I looked at had the other information. Were two tracts in your name? If this is correct I need to let Mr. Gill know tomorrow, Bob

On Wed, Apr 20, 2011 at 4:48 PM, Deborah Frierson <

> wrote:

MR. NOTESTINE,

IT IS NOT THE 6.0 ACRES, IT IS TE 4.8 ACRES WHICH THE HOUSE IS LOCATED AND ATTACHED \$115,4000 WHICH I WAS PAID , THE ADDRESS IS 1209 TULIP GROVE RD.,

HERMITAGE, TN 37076, LEGAL DESCRIPTION: TAX ID #086-00-0348-00, TAX MAP, PARCEL 348. SIGNED CONTRACT 11/2/06, LOAN FROM THE BANK FILE NO.C#6314.

CAN I WRITE THE JUDGE, IS PROPER OR IMPROPER.

THANK YOU

(Signature)

Date: Mon, 18 Apr 2011 11:54:45 -0500
Subject: Fwd: Deborah Frierson - April 25th sale
From:
To:

Deborah- FYI, Bob

----- Forwarded message -----

From: **Bob Notestine** <
Date: Mon, Apr 18, 2011 at 11:54 AM
Subject: Deborah Frierson - April 25th sale
To: "Name missing - ggill@rma-law_com" <

Greg- as we discussed my client is in a difficult situation as to the property in Hermitage on which you plan to conduct a foreclosure on the 25th of April. On or about November 2, 2006 my client entered into a contract with Dwight Holland/H Group LLC to purchase 6.03 acres owned by her known as 1213 Tulip Grove Road Hermitage, TN 37076 for \$145,000 in return for Holland agreeing to build her a new home within 2.5 years for \$140,000-145000 price range. Holland performed and my client is still in her former

house. A breach of contract lawsuit is still pending in the Sixth Circuit Court for Davidson County, TN. As I mentioned on the phone, my client's son is disabled due to an auto accident. My client has offered to accept her current property back but Holland has encumbered it and has stated that the location of the existing house is part of the common area on a proposed development plan. Holland is represented by Chad White of Tune Entrekin and White.

~~4~~ I don't see where my client has privity of contract with your client and this may limit her ability to protect her home but a foreclosure could cause irreparable harm and leave her with no place for her son and herself to live. It is difficult to tell but it looks like it might be part of your 11:50 am sale. I am assuming it is part of the tracts being sold at foreclosure but I could be wrong.

The actual purchase occurred on April 3, 2007. The deed reference is 20070411-0043079 RODC, TN. please review this situation and let me know if you can delay foreclosure on the 6 acre tract so we can discuss options as to its ultimate disposition. Bob Notestine
4,8 / Robert J. Notestine III
Attorney at Law
109 Kenner Avenue, S-201
Nashville, TN 37205
615- 297-1568, ext 11
615-297-2413

Robert J. Notestine III
Attorney at Law
109 Kenner Avenue, S-201
Nashville, TN 37205
615- 297-1568, ext 11
615-297-2413

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Robert J. Notestine III
Attorney at Law
109 Kenner Avenue, S-201
Nashville, TN 37205
615- 297-1568, ext 11

Windows Live Hotmail Print Message

Re: Deborah Frierson

From: **Bob Notestine** (bob@bellemeadetitle.com)
Sent: Mon 5/16/11 6:12 PM
To: Alan Wise (Alan@wisecoachesofnashville.com)
Cc: Deborah Frierson (deborahfrierson@hotmail.com)

Mr. Wise, by your communication addressed to me, without assistance of counsel, I assume you intend to proceed without counsel. If this is incorrect please let me know. I will represent Ms. Frierson in the eviction action. However, unless you are willing to communicate openly in a meeting about your interest in this property and any business dealings you have with the former owner of the property I must warn you that there is a chance you will become a party or witness in a pending circuit court case involving my client and the prior owner. To put it simply, if you will meet with myself and my client this week or early next week to discuss this matter and to assure us that you have no business dealings or relationship with the former owner, I feel that we may be able to keep you out of the litigation. If you are not willing to do so I will ask the court to remove any eviction action you may file with circuit court and we will explore adding you to the case. I am not doing this to threaten you but to let you know that this property has been the subject of litigation and that this litigation may have an impact on you.

Please let me know if you are willing to meet in the hope that an amicable resolution may occur, Bob Notestine Attorney at Law

On Sat, May 14, 2011 at 4:10 PM, Alan Wise <

> wrote:

Bob,

My name is Alan Wise. You have been in contact with my foreclosure attorney Greg Gill in regards to Deborah and her request regarding the purchase of the property she currently resides at. I want to let you know that the property is not for sale. I have contacted your client in regards to this matter and informed her I would do a month to month rental agreement at best. I have not had any response from Deborah as of today's date, May 14, 2011. Please inform your client that I intend to proceed with eviction procedures, Tuesday May 17th, 2011, if she has not contacted me and made arrangements for payment. The rental amount is \$1200.00 monthly.

Thank you for your assistance on this matter.

Alan Wise

President/CEO

WINDOWS LIVE MAIL HTML Message

Page 2 of 2

Wise Coaches, Inc.

1312 Central Ct.

Hermitage, TN 37076

615-391-3505 (O)

615-944-0755 (C)

To learn more about our company, visit

Robert J. Notestine III
Attorney at Law
109 Kenner Avenue, S-201
Nashville, TN 37205
615- 297-1568, ext 11
615-297-2413

Entire Mailbox



Alan R. Wise

Bob Notestine [bob@bellemeadetitle.com]

Sent: Friday, May 20, 2011 4:04 PM

To:

Cc:

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Mr. Wise you mentioned potentially starting an eviction action against my client, Deborah Frierson. My client and I have checked the Register's records and it appears no trustee's deed has been recorded relative to the foreclosures and I see no deeds in your name. What I did find is the various scrivener's affidavits purporting to correct errors in the assignments from the Bank. You may want to seek legal counsel but it does not appear from the public records that you own the property on which my client resides, at least at the present.


Robert J. Notestine III
 Attorney at Law
 109 Kenner Avenue, S-201
 Nashville, TN 37205
 615- 297-1568, ext 11
 615-297-2413

To: Alan Wise
Cc: Deborah Frierson
Subject: Re: Court Wednesday

Mr. Wise, I think my clients might be interested. They would like to stay on land formerly owned by their family as was agreed with Mr. Holland and I believe you now own most of the land formerly owned by their family. Let me confirm with them and I will get back with you tomorrow. Although I have not discussed it, another option might be to move the existing house. What are your feelings on this option? Bob Notestine

On Mon, Jun 13, 2011 at 6:43 PM, Alan Wise < >
wrote:

Bob,

 I do own a construction company and am willing to build a house on your land under a plus contract. If they are interested, I will be open for discussion


Alan Wise

11200000000

Wise, Christine, Inc.

1512 Central St

Honolulu, HI 96813

 To: Bob Notestine [mailto: >]

From: Bob Notestine [mailto: >]
Sent: Friday, June 10, 2011 6:34 PM
To: Alan Wise
Cc: Deborah Frierson
Subject: Court Wednesday

Mr. Wise, I spoke with my clients today and you mentioned building a house to them. I did not know if this was a passing remark or if you were suggesting you could build a house for them. Perhaps they misunderstood you, but I thought I would explore options with you before or at court Wednesday. I have a docket already set for Wednesday and plan to be there to defend against the detainer if we cannot reach other agreements. As

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RE: court

deb Frierson [deborahfrierson@hotmail.com]

To help protect your privacy, some content in this message has been blocked. If you're sure this message is from a trusted sender and you want to re-enable the blocked features,

Sent: Tuesday, June 28, 2011 1:52 AM

To:

Mr. Notestine, I was reading in a law book, tenanc subject to prior rights..it states if the landlord (Hollant) I never paid him money to stay here in the house and landlord property is subject to a mortgage at the time you take a lease on a part of the property (no lease rent-free). If the landlord defaults in his mortgage payment, you may be forced to vacate if the mortgagee decides to foreclose. If your lease was in existence before the property was mortgaged, the reverse is true. that is, the mortgaged is subject to the lease and you cannot be evicted in foreclosure. Similarly, if the lord should decide to sell the property, since there was no agreement with the new owner of the property, actually the rights of the tenants an their obligations have not altered at all by the change of new ownership.

So, if this is the case you stated, a petition could be made by the court to let me pay one years rent (which is no rent) this will give me time to decide which way to go with this mess I got myself into with this crooked people. Do you think there is anyway, the eviction will allow me to stay here in the house until after the November 14, since I have been in court with Mr. Holland since 2009 and let the higher court make that decision,

ate: Mon, 27 Jun 2011 13:05:29 -0500

Subject: Re: court

From: bob@bellemeadetitle.com

To: deborahfrierson@hotmail.com

Yes- and I really don't know that I have a way to stop it at this point. Have you had any thoughts about moving? Without a way to pay for a new home, keeping this one seem unlikely. Any thoughts about where you could get money so that we could try and wrong out an arrangement with Wise? Bob

On Mon, Jun 27, 2011 at 6:40 AM, deb Frierson <

> wrote:

Hi Mr. Notestine, surprise to hear from me, we thought we would let you reach from us, is the Court date still 6/29/2011 for the eviction.

Deborah

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Re: Frierson matter

Bob Notestine [bob@bellemeadetitle.com]

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Sent: Thursday, July 28, 2011 10:13 AM

To:

I got it moved to August 10. I also got any claims for rent dismissed. What Wise does not know is that I have prepared a subpoena to a deposition for Holland at 10 am on August 25 and Wise at 1 pm! Bob

On Wed, Jul 27, 2011 at 9:13 PM, deb Frierson < > wrote:

Mr. Notestine,

What day did the Judge order me to vacant? August 6, 2011?

***Thank You
Deborah***

Date: Tue, 26 Jul 2011 14:11:25 -0500

Subject: Re: Frierson matter

From:

To:

I am not sure there is a need to come now. I have been in touch with Wise and advised him I thought you could be out by the 10th. I told him you would not pay rent has there was no business dealings with him. He wrote back and said he would work out the details tomorrow, Bob

On Tue, Jul 26, 2011 at 12:51 AM, deb Frierson < > wrote:

Thanks Mr. Notestine, I will be out in the 10 days, somewhere, here or Indianapolis...the out date will be 10 days from 27 of July which will be August 6, or August 5, 2011. Do I have to make myself present when my name is called, just in case you are not their but I will have to leave after my name is called because Cartaze will be by himself.

***Thank you
Deborah***

Date: Mon, 25 Jul 2011 17:48:36 -0500

Subject: Re: Frierson matter

From:

To:

Deborah- what we are faced with is the likelihood of a judgment for possession on Wednesday. If that happens you will only have 10 days

RE: Frierson matter - Outlook

Page 2 of 2

Frierson, CA
1000 1st Avenue
Nashville, TN 37205
615-297-1568, ext 11
615-297-2413

To learn more about our company, visit www.bellemeadeit.com

From: Bob Notestine [mailto:bob@bellemeadeit.com]
Sent: Monday, July 18, 2011 7:25 PM
To: Alan Wise
Subject: Frierson matter

Alan- my client believes that you will likely get possession. However, she needs additional time due to the condition of her son. Of course we could always appeal and tie it for a longer period of time. However, to avoid all this and to make it easier for you also, I believe my client would allow me to announce an agreed judgment for possession if you would agree to extent her time to move to the end of August. If we announce an agreement there is no appeal and your possession is granted effective the date we agree upon. Even without an agreement you would have to evict and probably would not get them out until mid August. If you have to do a forced set-out it would not be pleasant and the PR would be terrible.

So the pending proposal is a agreement that they would vacate by the 31st of August and I could announce this in court as an agreed order. This saves you additional court time and attys fees and its more of a win-win for all parties. Give this some thought and advise if you can agree to this, Bob

Robert J. Notestine III
Attorney at Law
109 Kenner Avenue, S-201
Nashville, TN 37205
615-297-1568, ext 11
615-297-2413

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RE: Frierson matter

deb Frierson [deborahfrierson@hotmail.com]

To help protect your privacy, some content in this message has been blocked. If you're sure this message is from a trusted sender and you want to re-enable the blocked features,

Sent: Thursday, July 21, 2011 10:36 PM**To:**

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MR. NOTESTINE, I DO NOT LIKE HOW THIS ALL WENT DOWN, SOMETHING WITH THIS WHOLE MESS DOESN'T SOUND RIGHT.

I WILL LET YOU KNOW BEFORE WE GO TO COURT ON 7/27/2011, I KNOW WHAT HE IS UP TOO (HE HAS A SNEAKY QUALITY JUST LIKE THE HOLLAND'S). I HAVE A QUESTION? SINCE WISE BROUGHT THE PROPERTY ON 2/15/2011 AND HOLLAND PAID THE TAXES ON 2/18/2011, THEN THE DEED HAD TO BE RE-WRITTEN BECAUSE OF ERRORS, THEN RE-WROTE ON 5/23/2011 (TO ME THAT SEEMS SNEAKY). I THOUGHT WHEN ONE HAS BEEN FORECLOSED ON AND PROPERTY IS UP FOR AUCTION (IT IS AN AUCTION FOR THE HIGHEST BIDDER)??BUT THE PROPERTY WAS BROUGHT BEFORE AUCTION, WHY DID THEY HAVE AN AUCTION WHEN SOMEONE ELSE HAS ALREADY OWN THE PROPERTY???WAS THIS JUST TO MAKE IT LOOK LEGAL ON PAPER. I DO NOT LIKE WISE PERSON, SOMETHING ABOUT HIM IS SNEAKY ETC., (I HAVE LEARN MY LESSON

ABOUT THE STATEMENT...WHICH WISE STATED (I AM GOOD PEOPLE..WHICH I HEARD THE SAME EXACT WORDS FROM HOLLAND, IF SUCH GOOD PEOPLE WHY AM I GOING TO TRIAL). THIS IS MY PERSONALLY OPINION OF HIM SINCE BEING IN HIS PRESENT.

YOU ARE GOOD PEOPLE...THESE WORDS ARE SUITED FOR YOU!!!!


DEB


Subject: Fw: Frierson matter
To: deborahfrierson@hotmail.com
From: bob@bellemeadetitle.com
Date: Wed, 20 Jul 2011 16:36:13 +0000

Sent from my Verizon Wireless BlackBerry

From: Alan Wise <Alan@wisecoachesofnashville.com>
Date: Wed, 20 Jul 2011 11:27:22 -0500
To: Bob Notestine<bob@bellemeadetitle.com>
Subject: RE: Frierson matter

Not,

 I am willing to allow your client to stay until the end of August with the expectation of payment for three months of occupancy. I had originally said \$1200.00 per month due to the circumstances, as I am willing to reduce that to \$700.00. So, if we can agree to \$700.00 per month the property is vacated by August 31st. I will agree to that.

 Alan Wise

From: Bob Notestine [mailto:bob@bellemeade.tn.com]
Sent: Monday, July 18, 2011 7:25 PM
To: Alan Wise
Subject: Frierson matter

Alan- my client believes that you will likely get possession. However, she needs additional time due to the condition of her son. Of course we could always appeal and tie it for a longer period of time. However, to avoid all this and to make it easier for you also, I believe my client would allow me to announce an agreed judgment for possession. If you would agree to extent her time to move to the end of August. If we announce an agreement there is no appeal and your possession is granted effective the date we agree upon. Even without an agreement you would have to evict and probably would not get them out until mid August. If you have to do a forced set-out it would not be pleasant and the PR would be terrible

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Robert J. Notestine III
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109 Kenner Avenue, S-201
Nashville, TN 37205
615- 297-1568, ext 11
615-297-2413

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RE: Wise

deb Frierson [deborahfrierson@hotmail.com]

To help protect your privacy, some content in this message has been blocked. If you're sure this message is from a trusted sender and you want to re-enable the blocked features,

Sent: Wednesday, June 8, 2011 6:29 PM**To:**

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MR. NOTESTINE, I AGREE WITH YOU, THEY ARE STILL UP TO SOMETHING. I JUST WANT MY DAY IN COURT THE EVICTION NOTICE THAT WAS LEFT 5/9/2011, WAS NOT THE REAL OWNER NOT UNTIL 5/23/2011 AFTER YOU E-MAILED. PLUS MR. HOLLAND HAD ALL THE TIME IN THE WORLD TO GET ME BACK MY LAND BECAUSE HE DEFAULTED ON HIS CONTACT, ALL THIS TIME HE WAS THE OWNER AND NEVER GAVE UP HIS RIGHTS TO LAND. I FEEL MR. WHITE, HOLLAND AND WISE ARE ALL IN CAHOOTS PLAYING THE LEGAL SYSTEM. THE DELAYING WAS ALL ON MR. HOLLAND IN THIS CASE, DAVID LET IT HAPPEN. I SAW MR. HOLLAND UP HERE ON 4/5/2011 AFTER THE TORNADO LOOKING, AT THAT TIME HE WAS STILL THE OWNER, IT SEEMS THAT MR. HOLLAND DEEDED THE 4.8ACRES TO WISE, LLC (AT THIS TIME HE ONLY HAD ON COMPANY WHICH WAS LUX DEVELOPMENT, WHAT HE DID WAS CREATED THIS COMPANY SINCE TALKING WITH YOU THOUGHT E-MAIL.

I AM NOT WAIVING THE RESCISSION CLAIM WHICH THEY HAVE BEEN PLAYING WITH FOR ALMOST 3 YEARS AND DEALING WITH MR. HOLLAND FOR ALMOST FIVE. I HOPE THIS DOES NOT SOUND COLD, BUT I DO NOT CARE ABOUT HIS ACCIDENT MY SON WAS IN AN ACCIDENT BETWEEN AND LIFE AND DEATH WHEN HE WAS TRYING TO SWINDLING ME OUT ME OUT OF MY LAND. MR. WISE SHOULD ALSO BE PART OF THE LIGATION BECAUSE HE CAME TO THE HOME ON BEHALF OF MR. HOLLAND THREATEN ME OF THE EVICTION. I WANT TO SEE BOTH OF THEM IN COURT BECAUSE THEY ARE WORKING TO GET ME OUT OF MY HOUSE. I HAVE TO GO TO COURT NO MATTER BECAUSE MY FATHER, G-MA AND G-FATHER WOULD NOT LIKE ME GIVING UP WITHOUT FIGHT. SEE FRIDAY...HOW DO I NEED TO BRING, I HAVE THE \$437.00, WILL BRING FRIDAY

I KNOW THIS CASE - DATES IN AND OUT.**DEBORAH**

Date: Wed, 8 Jun 2011 13:02:36 -0500
Subject: Re: Wise
From: bob@bellemeadeitile.com
To: deborahfrierson@hotmail.com

They want you to waive the rescission claim which I feel is not in your best interest. If you do waive it they will not object to the motion or the scheduling order. I have hear enough to believe Wise and Holland are likely friends. Bob

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Court Wednesday

Bob Notestine [bob@bellemeadetitle.com]

Sent: Friday, June 10, 2011 5:33 PM

To:

Cc:

Mr. Wise, I spoke with my clients today and you mentioned building a house to them. I did not know if this was a passing remark or if you were suggesting you could build a house for them. Perhaps they misunderstood you, but I thought I would explore options with you before or at court Wednesday. I have a docket already set for Wednesday and plan to be there to defend against the detainer if we cannot reach other agreements. As you may be aware, Mr. Holland and/or his company had an obligation to build a house for my client and her son. He failed to do so and litigation is pending with a trial date in November. In the meantime I will be compelled to take depositions of everyone involved with this property including you as a representative of the company that owns the property. I would assume you would prefer to stay out of the legal entanglements between my client and Mr. Holland, but I may need to add your company as a party as a title holder since my client is trying to rescind the contract with Mr. Holland.

A house for my clients will go a long way towards making this go away. My client is looking for a House on land formerly owned by her family per the agreement with Mr. Holland. If you are willing to discuss this before or at court Wednesday that will be great. If not I expect to start taking depositions this month, Bob Notestine

Robert J. Notestine III
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109 Kenner Avenue, S-201
Nashville, TN 37205
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Re: Court Wednesday

Bob Notestine [bob@bellemeadetitle.com]

Sent: Monday, June 13, 2011 7:25 PM


To:

Cc:

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On Mon, Jun 13, 2011 at 6:43 PM, Alan Wise <

> wrote:

 Bob,

I do own a construction company and am willing to build a house for your client on a lease plus contract. If they are interested, I will be open for discussion.

Alan Wise

President/CBO

Wise Contracting, Inc.

1012 Central Ct.

Henningson, IN 47033

From: Bob Notestine [mailto:
Sent: Friday, June 10, 2011 6:34 PM
To: Alan Wise
Cc: Deborah Frierson
Subject: Court Wednesday

Mr. Wise, I spoke with my clients today and you mentioned building a house to them. I

Forwarded: Court Wednesday

Bob Notestine [bob@bellemeadetitle.com]

Sent: Tuesday, June 14, 2011 9:15 AM

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----- Forwarded message -----

From: Bob Notestine <

Date: Tue, Jun 14, 2011 at 10:15 AM

Subject: Re: Court Wednesday

To: Alan Wise <

If we can schedule a time to meet with you would you be willing to continue the case a week or two so we can deal in good faith. I will be in court for several other cases tomorrow and can announce an agreement to continue the case while we discuss settlement. As to a meeting we could meet at your office or the property. I could meet most afternoons this week, Bob

On Mon, Jun 13, 2011 at 9:07 PM, Alan Wise <

> wrote:

Bob

I think it would be best to discuss this in person

Alan Wise

President/CFO

Wise Coach, Inc.

1812 Central Ct.

Hermitage TN 37078

To learn more about our company, visit

From: Bob Notestine [mailto:

Sent: Monday, June 13, 2011 8:26 PM

Fwd: Court Wednesday - Outlook

Page 2 of 4

To: Alan Wise
Cc: Deborah Frierson
Subject: Re: Court Wednesday

Mr. Wise, I think my clients might be interested. They would like to stay on land formerly owned by their family as was agreed with Mr. Holland and I believe you now own most of the land formerly owned by their family. Let me confirm with them and I will get back with you tomorrow. Although I have not discussed it, another option might be to move the existing house. What are your feelings on this option? Bob Notestine

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Robert J. Notestine III

Attorney at Law

109 Kenner Avenue, S-201

Nashville, TN 37205

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Nashville, TN 37205

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RE: Wise

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they do not

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I KNOW THIS CASE - DATES IN AND OUT.

DEBORAH


Date: Wed; 8 Jun 2011 13:02:36 -0500
Subject: Re: Wise
From: bob@bellemeadetitle.com
To: deborahfrierson@hotmail.com



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Subject: Re: Court Wednesday

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wrote:

Bob

 I own a construction company and am willing to build a house for your clients on a turn
plus contract. If they are interested, I will be open for discussion.


ARM Y-200

Frederick/CFO

1012 Center St.

Frederick, MD 21701

Handwritten: 1012 Center St.

 To: Mr. Wise, Alan and Company, Inc.

From: Bob Notestine [mailto:
Sent: Friday, June 10, 2011 6:34 PM
To: Alan Wise
Cc: Deborah Frierson
Subject: Court Wednesday

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Court Wednesday

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Sent: Friday, June 10, 2011 5:33 PM

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Drafts
Inbox
Junk Email
Sent Items

Mr. Wise, I spoke with my clients today and you mentioned building a house to them. I did not know if this was a passing remark or if you were suggesting you could build a house for them. Perhaps they misunderstood you, but I thought I would explore options with you before or at court Wednesday. I have a docket already set for Wednesday and plan to be there to defend against the detainer if we cannot reach other agreements. As you may be aware, Mr. Holland and/or his company had an obligation to build a house for my client and her son. He failed to do so and litigation is pending with a trial date in November. In the meantime I will be compelled to take depositions of everyone involved with this property including you as a representative of the company that owns the property. I would assume you would prefer to stay out of the legal entanglements between my client and Mr. Holland, but I may need to add your company as a party as a title holder since my client is trying to rescind the contract with Mr. Holland.

A house for my clients will go a long way towards making this go away. My client is looking for a House on land formerly owned by her family per the agreement with Mr. Holland. If you are willing to discuss this before or at court Wednesday that will be great. If not I expect to start taking depositions this month, Bob Notestine

Robert J. Notestine III
Attorney at Law
109 Kenner Avenue, S-201
Nashville, TN 37205
615-297-1568, ext 11
615-297-2413

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Robert J. Notestine III

Attorney at Law

109 Kenner Avenue, S-201

Nashville, TN 37205

Robert J. Notestine III

Attorney at Law

109 Kenner Avenue, S-201

Nashville, TN 37205

DATE 09/30/21
TIME 11:11AM

Metro Water Services
DETAIL HISTORY PRINT

CUST # 014-5956.300 INACTIVE
NAME DEBORAH FRIERSON
ATTN
STREET 8305 GORDON LN
ADDRESS HERMITAGE TN
CITY/ST 37076-2112
ZIP CD
PHONE # 615-889-8896

SERV 1209 TULIP GROVE RD ON DATE 4/29/1995
PREM LAST PD 6/02/2011
DUE DATE 8/31/2011

CL 0 NOT FOUND
RT 0 RATE NOT FOUND
TC 0 TAXABLE
TP 0 RESIDENTIAL
TD 12 HERMITAGE
STOP DS
OFF DT 8/08/2011

	CURRENT BAL	30 DAY BAL	60 DAY BAL	90 DAY BAL	PENL./INT.	ACCOUNT BAL
WA	0.00	0.00	0.00	0.00	0.00	0.00
SW	0.00	0.00	0.00	0.00	0.00	0.00
DG	0.00	0.00	0.00	0.00	0.00	0.00
RT	0.00	0.00	0.00	0.00	0.00	0.00
RF	0.00	0.00	0.00	0.00	0.00	0.00

Today's Charges less Payments: 0.00 Giving a New Balance of 0.00

*** NO TRANSACTIONS FOUND TO MEET ENTERED SELECTION CRITERIA ***

I do not know what fraudulout information is going, Allso when we live at his address, never had water connected to this property 1205 Tulip for Hermitage, TN, no sewer, never lived at this address. This fraudulout been going for against them, every one is turn blind, it has been to FBI Attorney General, Federal. I am the only one who can meet, I have make a phone hooker to my home, the have land looked mey Hermitage, George Foster. Sendinf

Mail back to your company Alabam
Family using my mail box at 1205 Tulip
Go the rd Hermitage, TN 37072
July 28, 2023

CHST
CS517-649

NASHVILLE ELECTRIC SERVICE
CUSTOMER HISTORY

5/26/21
04:48:22

LINE

CUST 0415331

NAME FRIERSON, DEBORAH J

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ITEM	PREMISE	SERVICE ADDRESS	TURN ON	TURN OFF	CREDIT RATING
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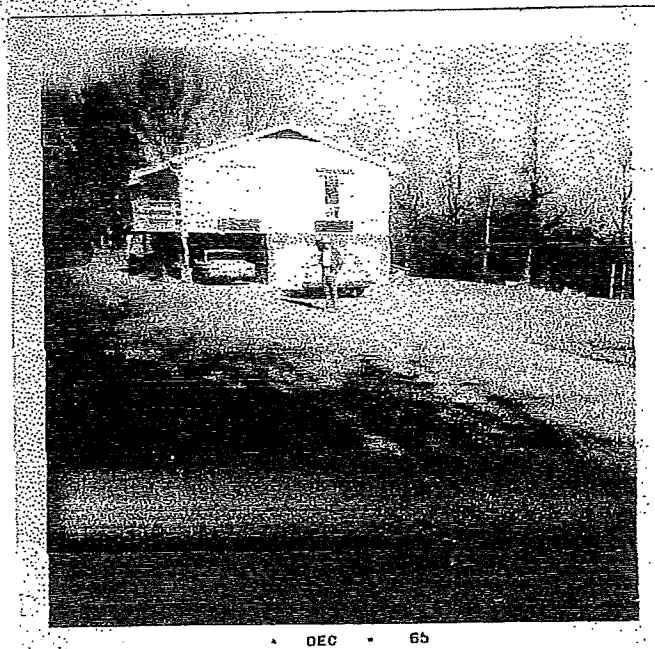
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HERMITAGE

TN 37076-2112

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01370-8485 07/28/2023 10:52 AM Received by Tennessee Secretary of State The HHS



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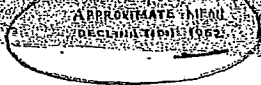
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Case 3:23-cv-01135 Document 1-8 Filed 10/26/23 Page 105 of 181 PageID #: 168

2, 10:54 AM

(36 unread) - deborahfrierson23@yahoo.com - Yahoo Mail

(No Subject)

From: DEBORah Frierson (deborahfrierson23@yahoo.com)

To: deborahfrierson23@yahoo.com

Date: Saturday, April 2, 2022, 04:53 AM CDT

Before



House on the Hill



4/13/22, 10:45 AM

(34 unread) - deborahfrierson23@yahoo.com - Yahoo Mail

(No Subject)

From: DEBORah Frierson (deborahfrierson23@yahoo.com)

To: deborahfrierson23@yahoo.com

Date: Saturday, April 2, 2022, 05:17 AM CDT



Sent from Yahoo Mail on Android

destruction of property

4/13/22, 10:54 AM

(37 unread) - deborahfrierson23@yahoo.com - Yahoo Mail

(No Subject)

From: DEBORah Frierson (deborahfrierson23@yahoo.com)

To: deborahfrierson23@yahoo.com

Date: Saturday, April 2, 2022, 04:54 AM CDT





This is how the property looked before
construction



3/22, 10:54 AM

(36 unread) - deborahfrierson23@yahoo.com - Yahoo Mail

(No Subject)

From: DEBORah Frierson (deborahfrierson23@yahoo.com)

To: deborahfrierson23@yahoo.com

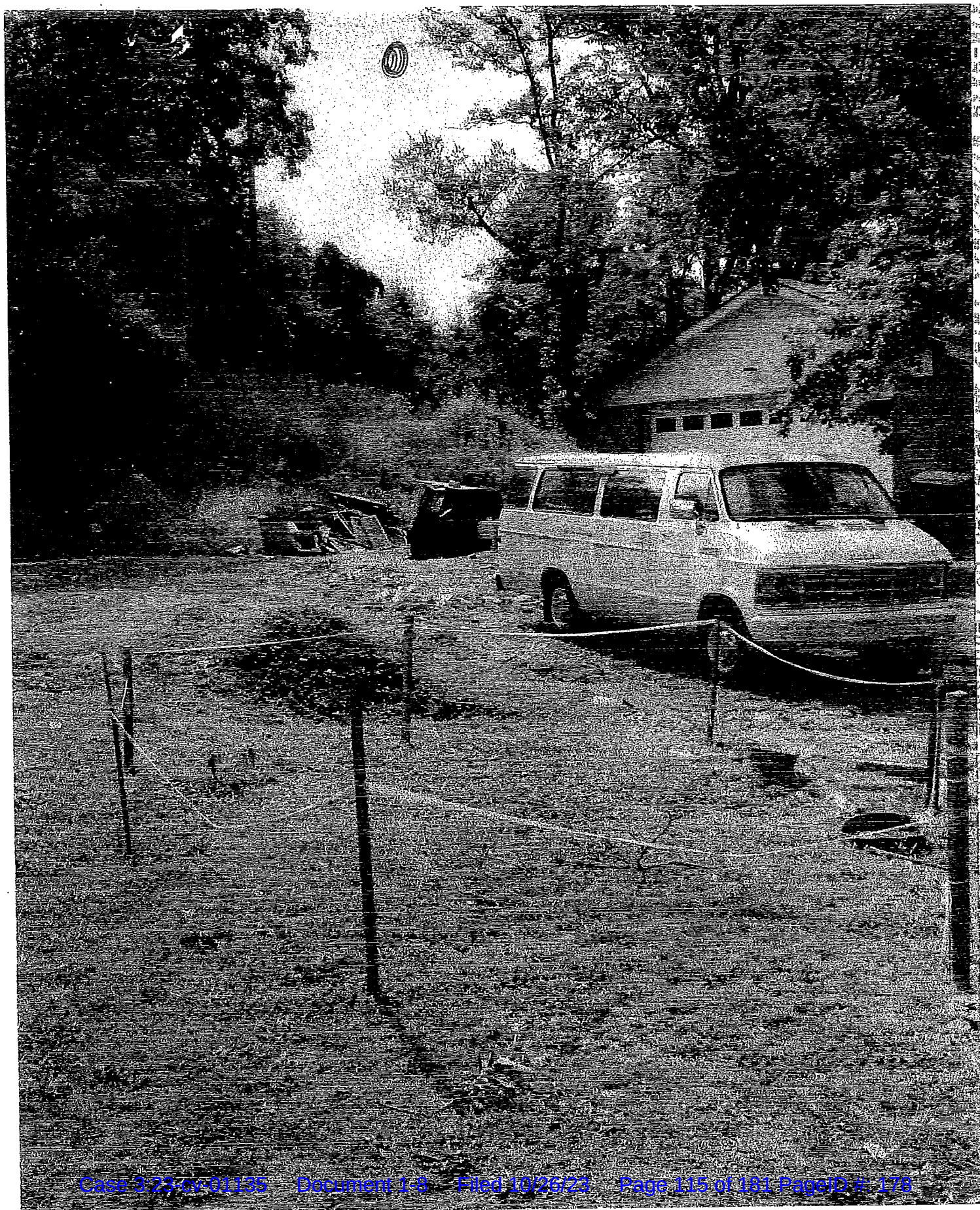
Date: Saturday, April 2, 2022, 04:55 AM CDT



Driveway ~~been~~ being blocked
Since ~~registered~~ ~~tree~~ started

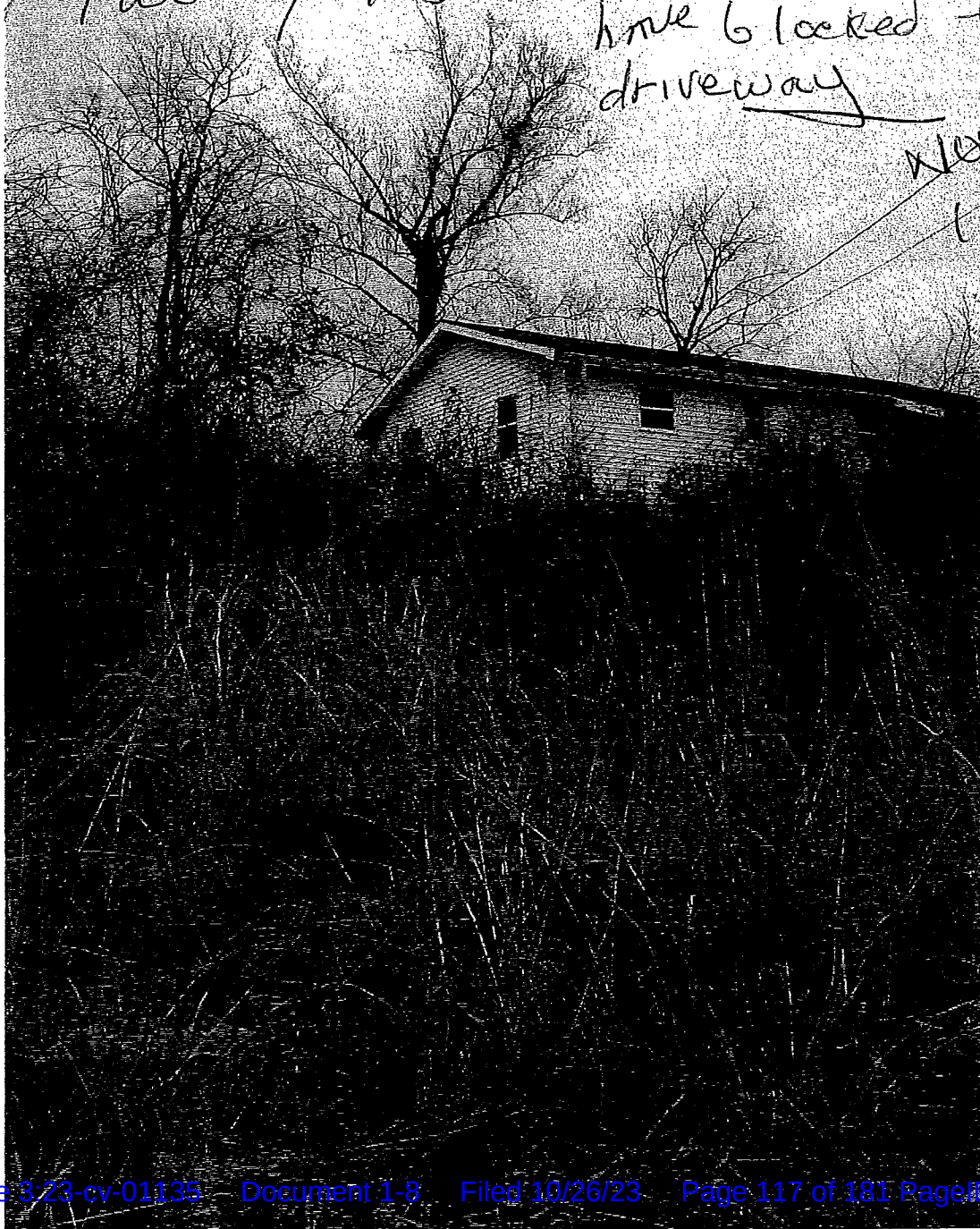




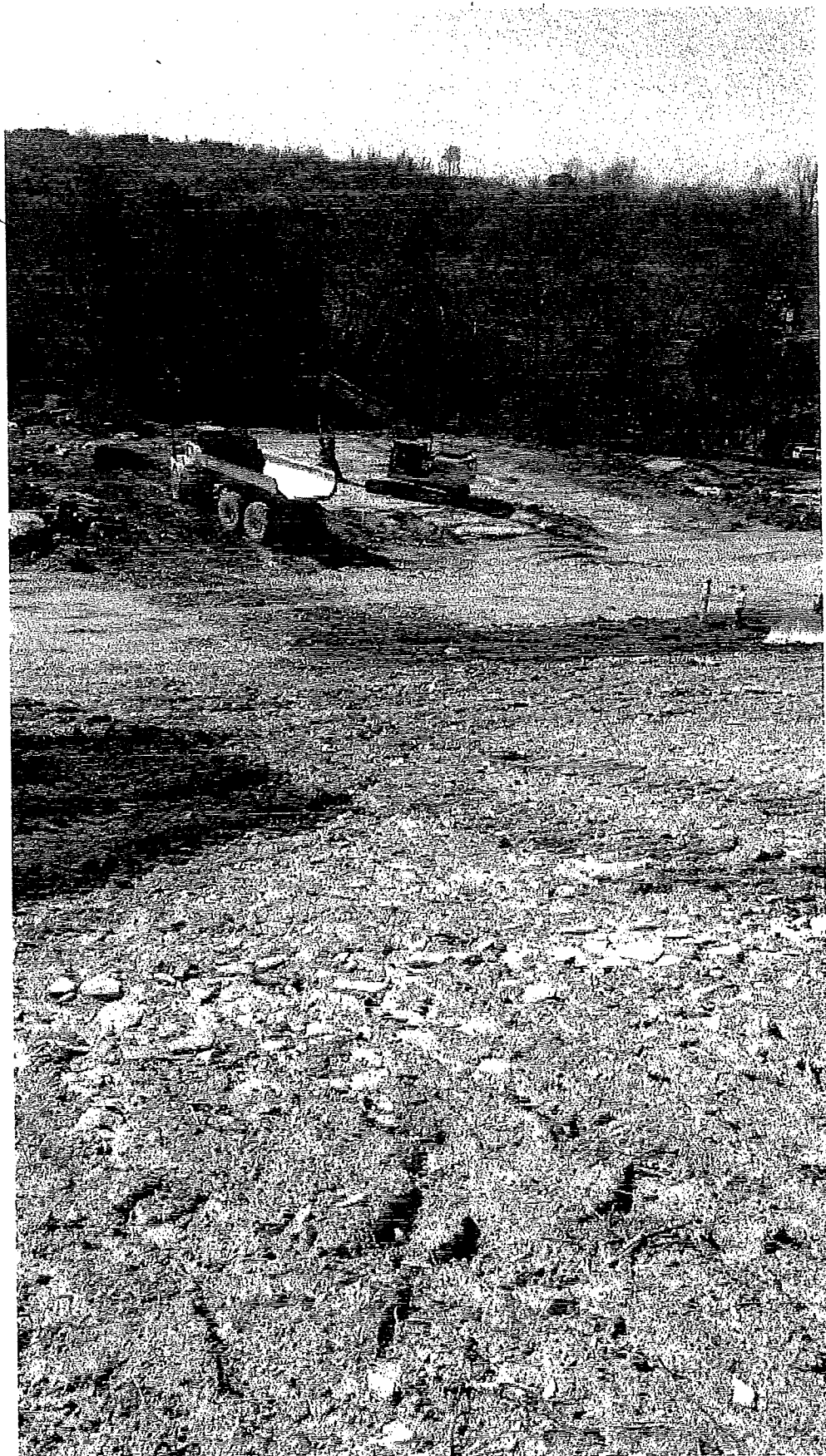
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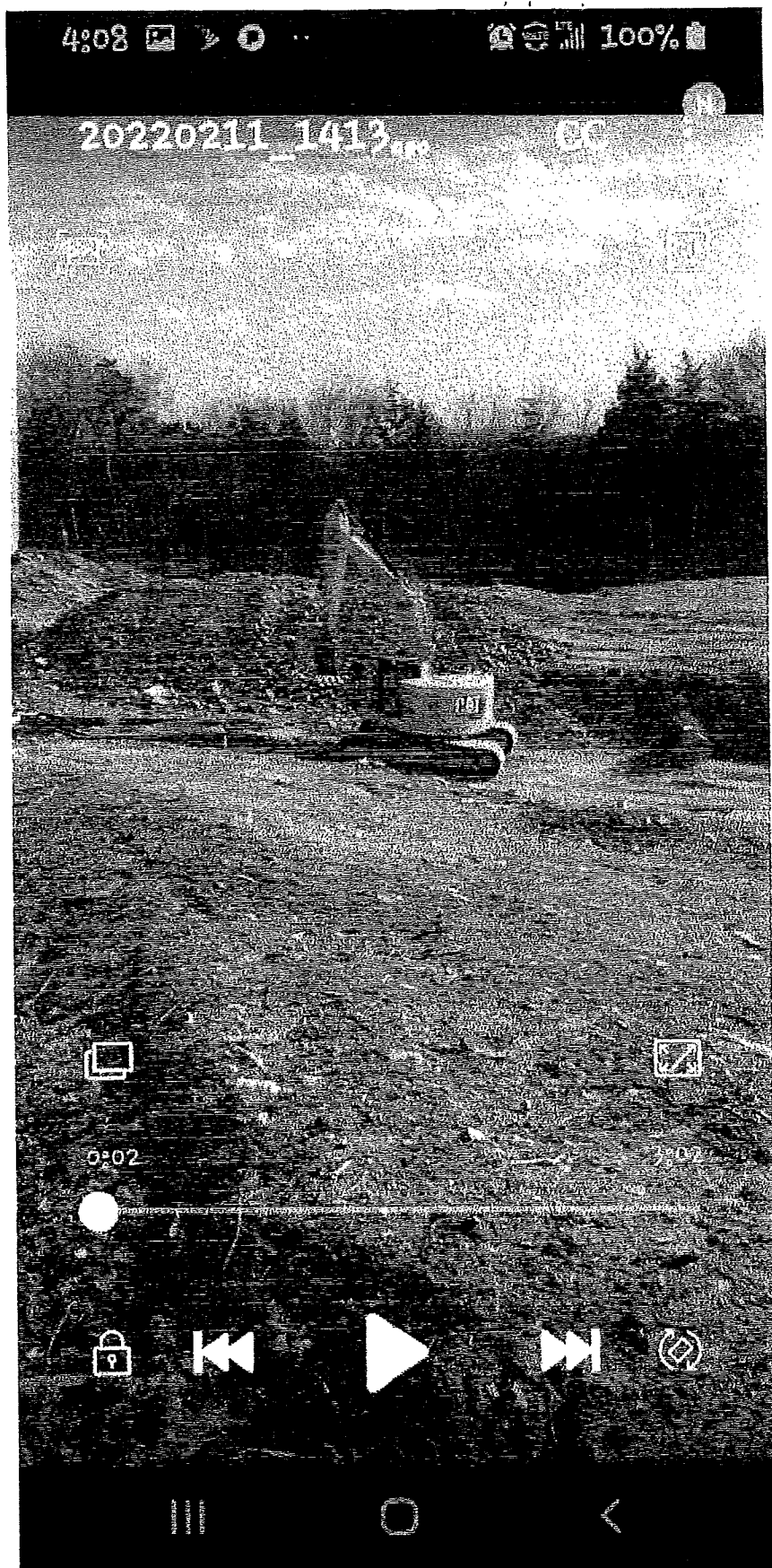


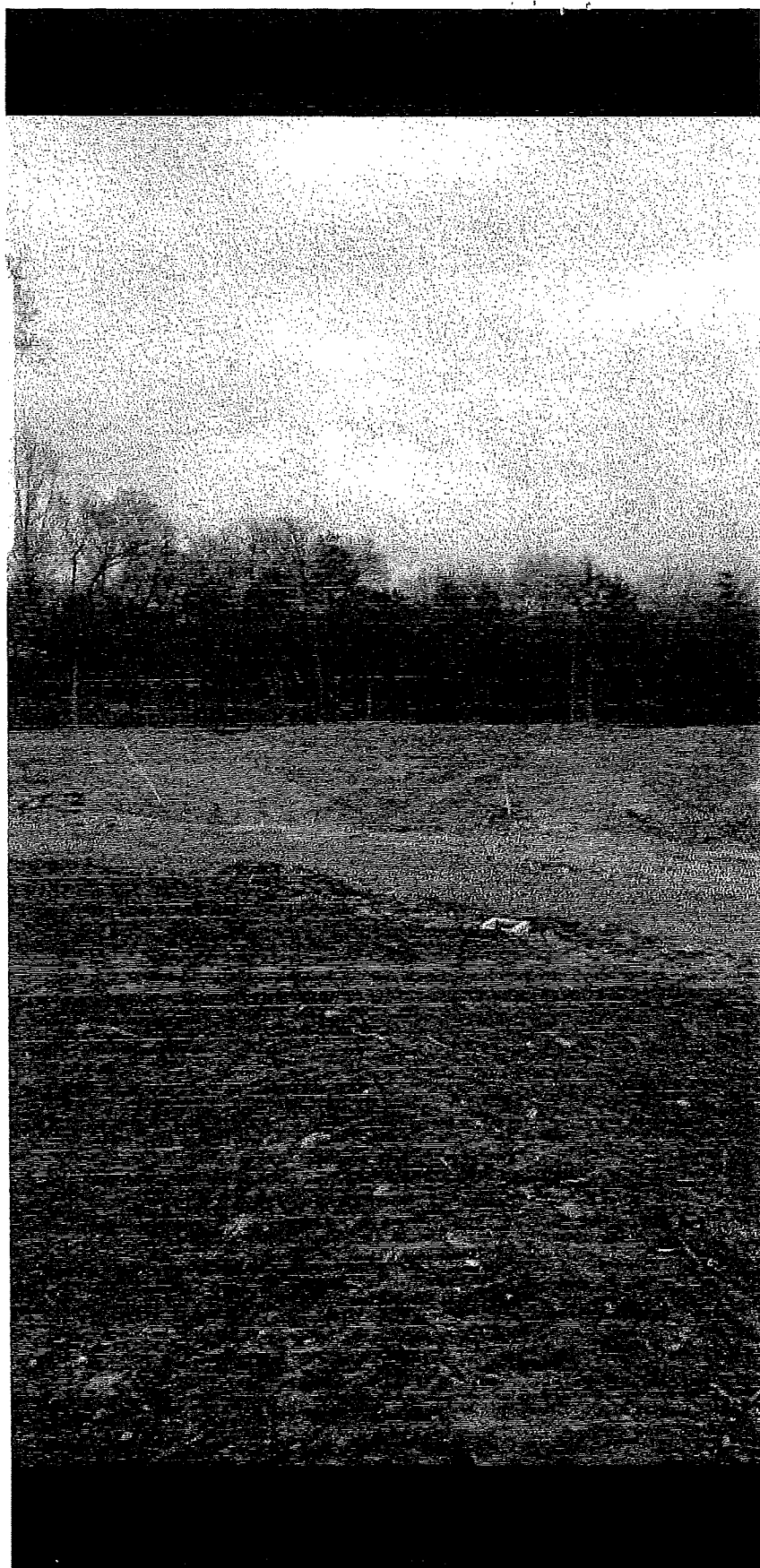
This is the House on the
I have been blocked ~~after~~
And locked for the last
two years. These people
have blocked the
driveway
Now
locked



ED 370-8407 07/28/2023 10:52 AM Received by Tennessee Secretary of State Tre Hargett







"The Testimony of GOD"

"Set in Truth"

"Allodial Title"

"A WOMAN OF GOD"

In /CO

"In Care of 1209 Tulip Grove Road Hermitage, TN 37076"

"Set in truth"

"Metes And Bounds Boundaries Survey", "Measurement, property guidelines" and "Minerals Rights."

I, DEBORAH J FRIERSON the heir granddaughter of MEXIE HELEN WILSON EVANS FRIERSON. I am submitting this Survey for the purpose which was in 1993, 30 years ago for the record on the record for 1209 Tulip Grove Rd., Hermitage, TN "37076"

This is the only true original Survey for 1209 Tulip Grove Rd., Hermitage, TN "37076", Life Estate for real property of 5.094 acres to be registered and recorded for legal purposes. This 5.094 acres was never sold to anyone or any other entities, this was the death place of my father's was the home front.

I am a retired FEDERAL GOVERNMENT Employee Retiree, I have been employed with the ARMY FINANCE CENTER, VA Hospital, IRS, CORPS of ENGINEER, and HUD (HOUSING and URBAN DEVELOPMENT).

I've being land locked and blocked from to access to my home on the 5.094 acres at 1209 Tulip Grove Rd., Hermitage, TN "37076" The Road was built and cut out by grandfather "ROBERT C. FRIERSON", it's has been there for over 100+ years, the road was there before 1161 Tulip Grove Road and 1203 Tulip Grove the people whom is blocking me from my home for the last 3 to 4 years. Onnie and Jacqueline Gregory we shared the road which is stated above. Onnie Gregory has passed away, George Robertson the 3rd her brother is instigating and forcing the blockage, this happened after their mother passed.

The Survey shows all encroachments, George Robertson the 3rd and Jacqueline Onnie Gregory, and Onnie Gregory has also blocked me from the 50ft Frontage the 1161 Tulip Grove Rd., Hermitage, TN that is part of my the 5.094 acres, they have land locked me access to the 1209 Tulip Grove Rd '100 + foot long" Hermitage, TN "37076" Now they have been messing with my mailbox, trying to push it down on numerous occasions, that is a criminal act the son Onnie Gregory Jr. is now trying to take over my mailbox.

This is the truth nothing but the truth under "God". The survey shows I have the right to use the road and access my 50ft frontage. I started a business registered in 2010, I have no way to access my home/ Business

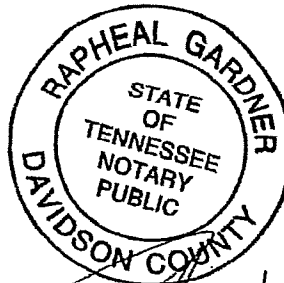
The 5.094 acres, home is considered historic property and landmark.

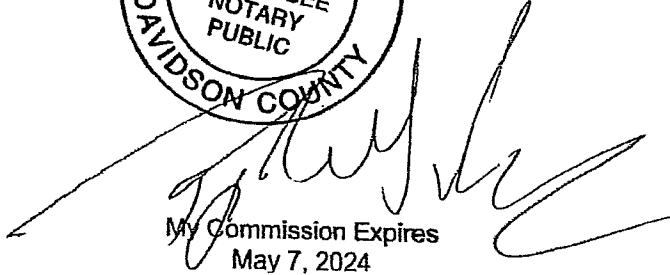
Deborah J. Frierson 5-30-2023

Deborah J. Frierson

Christa Fiero 5/30/23

Witness




My Commission Expires
May 7, 2024

Kennedy & Brown, PLLC
ATTORNEYS AT LAW

COPY

JOHN P. BROWN, III
DAVID KENNEDY, JR.

3052 LEBANON ROAD
NASHVILLE, TENNESSEE 37214
www.kennedyandbrown.com

TELEPHONE: (615) 883-4998
FACSIMILE: (615) 883-4848

April 9, 2009

James Dwight Holland
4307 Central Pike
Hermitage, Tennessee 37076

2 1/2

RE: Purchase/Sale Agreement

Dear Mr. Holland:

Based upon my conversations with Ms. Frierson and her son, any lots upon which you have offered to build Ms. Frierson a house are not in the location contemplated by the contract. Further, based upon their conversations with your son, it appears that it will be impossible to build her any home within the time frame set forth in the Contract.

We are hereby requesting that you deed the property back to Ms. Frierson at this time. If you do not deed the property back to Ms. Frierson or build her a house on her property in the location area which was discussed between you and Ms. Frierson and witnessed by the Realtors from Crye-Leike denoted in the margins of the Contract, Ms. Frierson will be forced to pursue all available legal remedies to rectify this situation.

I look forward to working with you; and, to these ends, I remain

Sincerely,

David Kennedy, Jr.

DKJr/ljs

cc: Deborah Frierson

Copy

161458

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBORAH J. FRIERSON,
Plaintiff,

vs.

JAMES DWIGHT HOLLAND, Individually)
and d/b/a H GROUP, LLC., and)
H GROUP, LLC.)
Defendants.)

FILED

OCT - 7 PM 12:31
RICHARD A. ROOPER, CLERK

CR 10/10/23

CASE NO. 09CB505

COMPLAINT

Comes now the Plaintiff, DEBORAH J. FRIERSON, by and through counsel, and
sues the Defendant, JAMES DWIGHT HOLLAND, Individually and d/b/a H GROUP,
LLC and H GROUP, LLC. (hereinafter "H Group"), and for grounds, would show unto
the Court as follows:

1. At all times material hereto, Plaintiff was and continues to be a resident of
Davidson County, residing at 1209 Tulip Grove Road, Hermitage, Tennessee, 37076.

2. At all times material hereto, Defendant James Dwight Holland did and, to
the best of Plaintiff knowledge, continues to operate a business known as H Group,
located at 840 Old Lebanon Dirt Road, Nashville, Tennessee, 37214.

3. At all times material hereto, H Group was a limited liability company,
licensed to do business within the State of Tennessee, with a principal place of business,
located at 840 Old Lebanon Dirt Road, Nashville, Tennessee, 37214.

01370-5418 07/28/2023 10:52 AM Received by Tennessee Secretary of State The Honorable

Copy

4. All transactions associated with this case and cause of action occurred in Hermitage, Davidson County, Tennessee, which is the proper jurisdiction and venue for this matter.

* 5. Plaintiff would state and show unto the Court that on or about November 2, 2006, the parties entered into a Purchase and Sale Agreement, wherein Defendant Holland agreed to purchase unimproved real property known as 1209 Tulip Grove Road, Hermitage, Davidson County, Tennessee, 37076 (hereinafter referred to as "subject property"). A copy of the Agreement is attached hereto as Exhibit A.

* 6. Pursuant to paragraph number 10 of the Agreement, Defendant Holland was "to build Seller a Handicapped Accessible (backing up to trees) @ approx. \$140 to \$145 M. within 2 1/2 yrs or less time." Defendant H Group is the construction company owned and operated by Defendant Holland which was to build the structure.

7. In the two and one-half years since the signing of the agreement, Defendant has failed and refused to fulfill this section of the Agreement.

* 8. Plaintiff avers that Defendant Holland has failed to comply with the terms of their Agreement and, despite Plaintiff's congenial attempts to communicate with the Defendant in an effort to resolve this situation; Defendants have failed to fulfill their obligations, despite the fact the sale was closed and the property deeded to Defendant Holland.

* 9. Defendant has breached his contractual agreement with the Plaintiff, as a result of which Plaintiff has suffered damage. Therefore, Plaintiff is entitled to a money judgment against Defendant Holland for all unpaid principal, taxes paid by Plaintiff, plus

B1370-0419 07/28/2023 10:52 AM Received by Tennessee Secretary of State E.E. Holt

Copy

pre-judgment interest and costs, such that Plaintiff is made whole for the Defendant's failure to pay.

10. Plaintiff has detrimentally relied upon the promises of Defendant Holland and Defendant Holland has been unjustly enriched as a result, thereby entitling Plaintiff to a money judgment against Defendant for money damages, plus pre-judgment interest and costs, such that Plaintiff is made whole for the Defendant's failure to pay.

✱ 11. Plaintiff avers that Defendant's actions constitute a violation of the Tennessee Consumer Protection Act, entitling Plaintiff to treble damages and attorney's fees.

✱ 12. Plaintiff is entitled to have the contract rescinded and the subject property returned to her.

13. Alternatively, Plaintiff is entitled to specific performance of the Agreement. Defendants should be required to build the structure in accordance with the Agreement.


✱ 14. Plaintiff is entitled to a judgment against Defendant Holland and Defendant H Group for monies lost by the Plaintiff, including but not limited to property taxes, in an amount as will be shown to the Court at the final hearing.

WHEREFORE, Plaintiff prays that the Court grant Plaintiff rescission of the Agreement and a return of title to the subject property, specific performance of the Agreement, a money judgment against Defendant in an amount equal to the damages shown to the Court at the hearing of this cause, plus pre-judgment interest, treble

Copy

damages, attorney's fees, court costs, discretionary costs and/or for such further relief as may be deemed proper.

RESPECTFULLY SUBMITTED:



DAVID KENNEDY, JR (BPR # 18066)
Attorney for Plaintiff
3052 Lebanon Road
Nashville, TN 37214
PH: (615) 883-4998

01370-9421 07/28/2023 10:52 AM Received by Tennessee Secretary of State The Honorable

COPY

James Dwight Holland
3888 Hartsville Pike
Lebanon, TN 37087

July 18, 2022

Deborah J. Frierson
c/o Tamika Parker, Esq.
214 Second Avenue North, Suite 204
Nashville, TN 37201

Re: Deborah J. Frierson v. James Dwight Holland, et al.
Davidson County Circuit Court, No. 09C-3505

Dear Ms. Frierson:

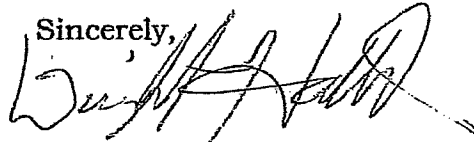
I am glad that we have reached an agreement to settle the dispute between us over the contract to purchase your property on Tulip Grove Road.

As part of our settlement, you have asked and I have agreed to write you this personal letter and to state that I apologize for defaulting on contract and the promise to build an ADA handicapped accessible home, and that 115k was ENERST MONEY and A DEPOSIT for GOOD FAITH ON CONTRACT.

When we entered into the contract to buy your property located at 1209 Tulip Grove Road, Hermitage, TN 37076, the term of which was 11/6/06 through 11/6/09 [defaulted on contract within 2 ½ years of contract], I had every intention of building the house. I want you to know that I was not able to build the house on the property, because my business failed, and H Group lost the Tulip Grove Road property to Alan Wise in a foreclosure sale. I know that my inability to build the house for you on land that had been owned by your family was disappointing and caused you and your son hardship when Mr. Wise took over the property.

I am sorry things did not work out the way you and I both expected they would, and I am sorry I was unable to build a house for you on the Tulip Grove Road property.

Sincerely,



Dwight Holland

2023-07-28 10:52 AM Received by Tennessee Secretary of State Tia Hatfield

21. Attorney Fees. If any Party to this Agreement or any of the Holland Releasees retains the services of an attorney to enforce or defend the provisions of this Agreement against any other party bound by it, the prevailing party shall, in addition to all other remedies available at law or in equity, be entitled to recover his, her or its reasonable costs and expenses, including, without limitation, court costs, settlement costs and/or attorney's fees.

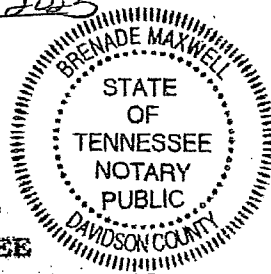
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Subscribed and sworn to before me in my Presence, this 1 day of August, a Notary Public in and for the County of Davidson State of TN
Deborah J. Frierson
(Signature) Notary Public
My commission expires July 7, 2025

Deborah J. Frierson
Deborah J. Frierson

8-1-2022

STATE OF
TENNESSEE
COUNTY OF WILSON



James Dwight Holland
James Dwight Holland

Before me, the undersigned Notary Public, of the state and county mentioned, personally appeared James Dwight Holland, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal on this the 28 day of June, 2022.



Mika L. Brummel
NOTARY PUBLIC
My commission expires: 5/31/26

Federal Courts

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

DEBORAH JEAN FRIERSON

Plaintiff,

v.

JAMES DWIGHT HOLLAND,
individually and d/b/a H GROUP and
H GROUP, LLC, et al.

Defendants.

NO. 3:17-cv-00633
JUDGE CRENSHAW

← (Federal
Judge)

MEMORANDUM AND ORDER

The Court has before it a *pro se* Complaint (Doc. No. 1) and an Application to proceed in forma pauperis (Doc. No. 2).

Plaintiff, Debroah Jean Frierson, is a resident of Hermitage, Tennessee. It appears from the Application that she lacks sufficient financial resources from which to pay the fee required to file the Complaint. Therefore, the Application is **GRANTED**. The Clerk will file the Complaint in forma pauperis. 28 U.S.C. § 1915(a). However, process shall **NOT** issue.

The Plaintiff inherited eleven acres of land from her grandmother. She acquired another eleven acres from a sibling. (Doc. No. 1 at 5). In November, 2006, the Plaintiff entered into a Purchase and Sale Agreement, whereby she transferred her ownership of the twenty two (22) total acres to the defendants, James Dwight Holland and his company H Group. (*Id.* at 6).

The Purchase and Sale Agreement included a provision that required the purchaser to build the Plaintiff a "handicapped acceptable" home within two and one half years. (*Id.* at 3). To Plaintiff's dismay, the home promised by the purchaser was never built. (*Id.*).

21 02:07 PM CASE NO. 09C3505 Richard R Rooker, Clerk

The Plaintiff then initiated an action in the Circuit Court of Davidson County, seeking redress for breach of contract and a violation of the Tennessee Consumer Protection Act. *See* Attachments to the Complaint. When the defendants in that action (Holland, individually and d/b/a H Group and H Group, LLC) failed to appear for trial, the court entered a default judgment against them. (Doc. No. 1 at 8-10). The Plaintiff was awarded actual and compensatory damages (\$277,258), attorney's fees (\$11,725) and prejudgment interest (\$33,350). (*Id.* at 8-9).

Apparently, the Plaintiff has not yet been able to collect the judgment. She brings this action against James Dwight Holland, individually and d/b/a H Group and H Group, LLC; Barbara Morris and Barbara Hustell, realtors in Hermitage who handled the sale of Plaintiff's property in 2006; and Allan Wise Inc. and Wise Coaches, LLC, the current owners of the property who have attempted to evict her for non-payment of rent. The Plaintiff claims coercion on the part of the realtors in the original sale, breach of contract and violations of due process by the defendants. She is asking the Court to award her the money damages set forth by the state court in its judgment and to order the return of the twenty two (22) acres to her. (*Id.* at 6).

Before a lawsuit can proceed, the Plaintiff must show that her claims fall within the scope of this Court's subject matter jurisdiction. Perkins, Inc. v. Werner and Pfleiderer Corp., 710 F.2d 1561, 1565 (D.C. Cir.1983). This Court has jurisdiction to adjudicate claims involving a federal question, 28 U.S.C. § 1331, or claims involving parties with diversity of citizenship. 28 U.S.C. § 1332.

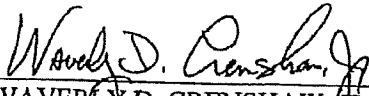
In this case, all parties reside in the State of Tennessee. As a consequence, there is no complete diversity of citizenship between the parties. Thus, Plaintiff's claims are only actionable in this Court if they involve a federal question.

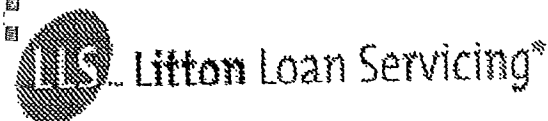
The plaintiff alleges that she was coerced into signing the Purchase and Sale Agreement. (Doc. No. 1 at 6). She also asserts that James Dwight Holland and his companies breached the Purchase and Sale Agreement by failing to build her a home. (*Id.* at 3). These claims, which involve the legality of a real estate transaction, in no way give rise to a federal question that enables this Court the subject matter jurisdiction it needs to proceed.

The Plaintiff also contends that the defendants have infringed upon her right to due process. See Doc. No. 1 at 4 and 6. Like its counterpart in the Fifth Amendment, the Due Process Clause of the Fourteenth Amendment was intended to prevent government from abusing its power, or employing it as an instrument of oppression. DeShaney v. Winnebago Co. Dept. Of Social Services, 489 U.S. 189, 196 (1989). By its language then, the Fourteenth Amendment, which prohibits states from denying federal constitutional rights and which guarantees due process, applies to acts of the states, not to acts of private persons or entities. Rendell-Baker v. Kohn, 457 U.S. 830, 837 (1982). The defendants are private individuals and entities rather than states or persons acting under color of state law. Plaintiff's due process claims are not actionable. Therefore, the Complaint does not make factual allegations that invoke a federal question.

A district court is obliged to consider matters of jurisdiction, *sua sponte* if necessary. Hadley v. Werner, 753 F.2d 514, 516 (6th Cir.1985). Here, the Plaintiff has failed to show that her claims fall within the scope of this Court's jurisdiction. Accordingly, this action is hereby DISMISSED for lack of subject matter jurisdiction. Fed. R. Civ. P. 12(h)(3).

IT IS SO ORDERED.


WAVERLY D. CRENSHAW, JR.
UNITED STATES DISTRICT JUDGE



4828 Loop Central Drive
Houston, Texas 77081-2226
Telephone 1-800-247-9727
Fax 713-960-9561
www.littonloan.com

Payoff Statement

Send to: Deborah Frierson

Loan Number: 16308355

Borrower Name: Deborah Frierson

Property Address: 1209 Tulip Grove Rd
Hermitage, TN 37076

Fax: (615) 885-4292

PSV/INV/Pool/ 000/490/490001

Loan Type CONV

FHA/VA/PMI#

INTEREST PAID TO DATE: 02/01/2007

INTEREST RATE: 0.0775

STATEMENT DATE: 4/2/2007

GOOD THROUGH DATE: 4/16/2007

****This payoff quote is not valid if the good through date is in the past.****

This statement reflects the amount needed to prepay this mortgage in full. Only cashiers checks or certified funds are acceptable for final payment. Monthly mortgage payments should continue to be made in the normal manner, as the fact that the loan is in the process of being paid in full does not affect the responsibility for making scheduled payments.

Interest is collected to the date of the receipt of the payoff funds. Please allow for mailing time. Any funds received in excess of the payoff amount will be refunded 30 days after the payoff date. Excess escrow funds are refunded 15 days after the payoff date.

Interest Due	\$2,635.40
Principal Balance	\$149,492.77
Total Late Charges	\$95.22
Corporate Advance	\$29.50
Total Due	\$152,252.89

If paid after 4/16/2007 please add if applicable

MONTHLY LATE CHARGE	\$48.27
PER DIEM INTEREST	\$31.74

GENERAL ACCOUNT INFORMATION

ESCROW BALANCE	\$137.96
----------------	----------

P&I	\$955.47
MONTHLY ESCROW DEPOSIT	\$108.84
TOTAL MORTGAGE PAYMENT	\$1,074.31

ESTIMATED ESCROW DISBURSEMENTS	DUE DATE	AMOUNT
County Tax	12/1/2007	\$740.32

Our payoff amount is subject to change in the event that any additional charges become due, which have not been included herein, or if any of the payoff figures provided herein have been inadvertently miscalculated or omitted.

1160201

This¹⁵ the only copy, my original, company copy

Instrument was prepared by:
Hinds Hiddett/Associates
1100 Mills Pkwy.
Nashville, TN 37072

BOOK 11177 PAGE 838

Box 5

Deed of Trust

FOR AND IN CONSIDERATION of One Dollar (\$1.00) to us paid, the receipt of which is hereby acknowledged, and other considerations hereinafter mentioned, we, L. Deborah J. Frierson, a single person

E. E. Johnson
Knoxville, TN
Trustee, and his successors in trust, certain property in the State of
Tennessee, Davidson County, described as follows, to wit:
"Maximum Principal Indebtedness For Tennessee Recording Tax Purposes is \$132,599.57."

Certain lots, tracts or parcels of land in Davidson County, State of Tennessee, described according to an unrecorded survey prepared by John D. McCormick, Registered Land Surveyor, dated April 28, 1993, as follows, to wit:

Lot No. 1:

Beginning at a point in the easterly margin of Tulip Grove Road, said point being the S.W. Corner of the S.H. Robertson, et ux Property as of record in Deed Book 1452, Page 111, said point being approximately 677 feet North of the centerline of Rockwood Drive; thence No. 82 deg. 18' 58" East, a distance of 11.8 feet; thence No. 8 deg. 35' 35" East, a distance of 251.24 feet; thence No. 12 deg. 38' 85" East a distance of 132.81 feet; thence So. 74 deg. 47' 38" East a distance of 178.19 feet; thence No. 5 deg. 32' 31" East a distance of 175.00 feet; thence So. 84 deg. 27' 29" East a distance of 310.00 feet; thence So. 9 deg. 57' 81" West a distance of 467.14 feet; thence So. 82 deg. 18' 58" West a distance of 493.23 feet to a point in the easterly margin of Tulip Grove Road; thence along the easterly margin of Tulip Grove Road along a curve to the left with a radius of 979.93 feet, a distance of 50.00 feet to the point of beginning and containing 5.094 acres more or less.

BEING the same property conveyed to Deborah J. Frierson, a single person, by Quitclaim Deed from Kenneth P. Frierson and wife, Hui Cha Frierson; Roderick M. Frierson, a single person; Robert C. Frierson and wife, Andrea D. Frierson; and Gregory M. Frierson, a single person, dated May 15, 1993, recorded May 27, 1993, of record in Book 8962, page 35, Register's Office for Davidson County, Tennessee.

9865 10/30 0101 03CHECK 165-18

Including also stoker, water heater, and all heating, cooling, plumbing and lighting fixtures, door and window screens, storm windows or shades, and all equipment and fixtures now or hereafter attached to or used in connection with the real estate herein described, together with rents, issues and profits.

Unless prohibited under state law, as additional security, we hereby give to and confer upon Beneficiary the right, power, and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property, reserving unto ourselves the right, prior to any default by us in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary, upon giving written notification to us or our successors, etc., may either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of collection of such rents, issues and profits, and the application thereof aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

To have and to hold said property to the above named trustee, and his successors in trust, forever. We covenant that we are lawfully seized of said property, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and defend the title to said property, to the above named trustee and his successors in trust, and his assigns, forever, against the lawful claims of all persons whomsoever.

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BORROWER COPY (1)
RETENTION COPY (1)

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LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED

BOOK 11177

41 070 Nov. 1997

But this conveyance is made in trust for the following uses and trusts, and for no other purpose, to wit:

To secure and make certain the payment of an indebtedness evidenced by a certain loan agreement of even date herewith in the amount of One Hundred Thirty Two Thousand Five Hundred Ninety Nine and 57/100 (\$132,599.57), Dollars, together with interest thereon executed by the undersigned and payable to the order of Associates Financial Services of America, Inc., hereinafter referred to as "Corporation", on or before 11/05/2028.

Said loan agreement further provides that should default be made in the payment of any installment when due, at the option of the holder, such default shall render the entire loan agreement due and payable, whether due according to its face or not. Said loan agreement contains other provisions and agreements, all of which are made a part of this instrument and reference is here made to said loan agreement for its full contents, provisions and agreements. Said loan agreement provides that if resort to law is had to enforce payment or protect the security herein conveyed, the maker or makers thereof will pay all the costs of necessary litigation, together with a reasonable attorney's fees.

The loan agreement also secures any other indebtedness of whatever kind or character that may now or at anytime hereafter be owing by any one or all of the undersigned to the Corporation.

If the above described indebtedness, or any other indebtedness secured hereunder, is further secured by a lien or other property, real, personal or mixed, the holder hereof shall not be compelled to exhaust such other security before requesting that the trustee proceed hereunder. If the property described above is described in separate tracts or parcels, the trustee may sell each tract or parcel separately or in groups of tracts or parcels, at successive sales, or sell said property altogether.

Now if the Grantor shall pay the sums aforesaid when due, according to the terms of said loan agreement, and otherwise performs all other provisions of this instrument promptly when due, then this instrument is to be of no further force or effect. But if the Grantor fails or defaults in the payment of any installment under the said loan agreement, or in the performance of any other covenant or provision of this instrument or any other instruments securing the debt or any part thereof, when the same is payable or the time of performance has arrived, as herein provided, or in the performance of any covenant or provision of any prior lien or the payment of any sum required thereunder, or if all or part of the said property is sold or transferred by the Grantor without the said Corporation's prior written consent, then the entire unpaid balance due together with interest and secured hereunder, shall, without notice, at the option of the said Corporation, its successors and assigns, become immediately due and payable, whether due according to its face or not, and this conveyance shall remain in full force and effect and the said trustee or his successors in trust are hereby authorized and empowered, after first advertising for 21 days by three weekly notices, giving the time, place and terms of sale, in some newspaper published in the county wherein the property is located, to sell said property at public outcry to the highest bidder for cash and free from the equity of redemption, homestead, dower and all other exemptions of every kind, all of which are hereby expressly waived, and the said trustee and his successors in trust are authorized to make a deed to the purchaser. Grantor expressly waives the statutory right of redemption under T.C.A. Sec. 65-8-101 in connection with any such sale. The Corporation or the lawful owner and holder of said indebtedness may bid at any sale under this conveyance. Any failure of Corporation, its successors or assigns, to exercise the foregoing option at any time shall not constitute a waiver of such right to later exercise such option, same being a continuing one. It is agreed that said trustee, or his successor, may at any time after any default hereunder, enter and take possession of said property and shall only account for net rents received by him.

Grantor warrants and covenants that all payments, conditions and provisions made and provided for in any other lien, if any, which is superior, or prior to the one created herein, shall be performed promptly when due; and if Grantor suffers or permits default in any other such lien, then the holder of the indebtedness secured hereunder may, at its option, immediately declare the indebtedness secured hereunder, due and payable, whether due according to its face or not, and commence foreclosure proceedings. If default be made under any prior lien, the holder hereof may purchase or pay in full said prior lien or may, as respects said prior lien, cure, in any manner permitted by the prior holder, said default, and all sums so expended by the holder hereof shall be secured hereunder or under said prior lien; provided, however, such action by the holder hereof shall not be construed, for the purpose of this instrument, as satisfying the default of the Grantor hereunder or thereunder.

The said Grantor agrees to pay all taxes and assessments levied on the within described property when the same becomes due and payable, and promptly deliver the official receipts therefor to the Corporation or a certificate signed by each taxing official to whom any said taxes or assessments shall be payable, that all such taxes and assessments due to be paid such official have been paid for the current year.

Grantor will keep the improvements now existing or hereinafter erected on the premises insured against loss or damage by fire and other hazards and perils included within the scope of a standard extended coverage endorsement, and such other hazards as Beneficiary may require, in such amounts and for such periods as Beneficiary may require, and in an insurance company or insurance companies acceptable to Beneficiary. All insurance policies and renewals shall designate Beneficiary as loss payee and shall be in a form acceptable to Beneficiary. Grantor hereby confers full power on Beneficiary to settle and compromise all loss claims on all such policies; to demand, receive, and receipt for all proceeds becoming payable thereunder; and, at Beneficiary's option, to apply same toward either the restoration or repair of the premises or the payment of the note. Any application of such proceeds toward payment of the note shall not extend or postpone the due date of monthly installments due under the note.

If Grantor fails to perform the covenants and agreements contained in this Deed of Trust, including, without limitation, covenants to pay taxes, procure insurance, and protect against prior liens, Beneficiary may at its option, but shall not be required to, disburse such sums and take such actions necessary to pay such taxes, procure such insurance, or otherwise to protect Beneficiary's interest. Any amount disbursed by Beneficiary hereunder shall be an additional obligation of Grantor secured by this Deed of Trust. Unless Grantor and Beneficiary agree otherwise, all such amounts shall be payable immediately by Grantor upon notice from Beneficiary to Grantor, and may bear interest from the date of disbursement by Beneficiary at the lesser of the rate stated in the note or the highest rate permissible by applicable law. Nothing contained in this paragraph shall require Beneficiary to incur any expense or take any action whatsoever.

Said grantor further agrees to pay on demand to the Corporation or the Corporation may, at its option, add to the balance then due any sums advanced or paid by the Corporation for reasonable attorney's fees, including any court cost incurred in prosecuting, defending, or intervening in any legal or equitable proceedings wherein any of the rights created by this Deed of Trust are, in the sole judgment of the Corporation, jeopardized or in issue.

In case of sale under this Deed of Trust, the proceeds will be applied by the trustee:

(1) To pay all the costs and charges of executing this trust, including attorney's fees and the expense of any litigation which may arise on account of the execution and enforcement of this trust.

(2) To all indebtednesses remaining unpaid and secured hereunder.

(3) The residue to be paid to the Grantor or Grantors or his or their assigns or order.

BOOK 11177 PAGE 840

In the event the ownership of the premises hereby conveyed, or any part thereof, becomes vested in a person other than the Grantor, the Corporation, its successors and assigns, may, without notice to the Grantor, deal with such successor or successors in interest with reference to this instrument and the debt hereby secured, in the same manner as with the Grantor without in any way violating or discharging the Grantor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby conveyed and no forbearance on the part of the Corporation or its assigns and no extension of the time for the payment of the debt hereby secured shall operate to release, discharge, modify, change, or effect the original liability of the Grantor herein either in whole or in part.

In the event the premises or any part thereof are taken under the power of eminent domain, the entire award shall be paid to the Corporation and applied upon the debt, and the Corporation is hereby empowered in the name of the Grantor or the Grantor's assigns to receive and give acquittance for any such award or judgment, whether it be joint or several.

It is further specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time hereafter be held to be a waiver of the terms hereof, or of any of the instruments secured hereby.

Should the trustee herein named be unable to execute the foregoing trust because of death, disability, or resignation, or any other cause, the Corporation is hereby authorized at its option to appoint in writing, a substitute trustee to act instead of the trustee named herein, and to appoint other substitute trustees successively, during the life of this loan, and such trustee shall each and all succeed to all the rights and powers of the first trustee named herein.

In the event of a sale of said property under and by virtue of this trust, the said Grantor or Grantors and all persons holding under him or them shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be terminated at the option of said purchaser without notice.

It is further agreed by said Grantor or Grantors that said trustee, or his successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

If more than one joins in the execution hereof as Grantor, or may be of the feminine sex, the pronouns and relative words herein used shall be read as if written in plural or feminine, respectively.

The covenants herein contained shall bind and the benefits and advantages inure to the respective heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, we have hereunto signed our names this 27th day of October, 1998.

Deborah J. Frierson
Deborah J. Frierson

0505836
IDENTIFICATION REFERENCE
98 OCT 30 AM 9:49
BILL SAMUEL REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE,

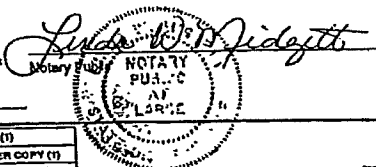
Davidson COUNTY

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named Deborah J. Frierson, a single person

the bargainer, with whom I am personally acquainted, and who acknowledge that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Goodlettsville, Tennessee, this 27th day of October, 1998.

Commission Expires 11-24-2001



ORIGINAL (1)
BORROWER COPY (1)
RETENTION COPY (1)

011177 Rev. 10-97

00011006

Richard Patterson Attorneys

Mark J. Patterson

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Gregory L. Monile

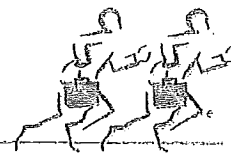
Rebecca M. Barnett

Matthew C. Cox

Paul C. Ray, Jr.

W.C. Wadley, Jr.

Attorneys



Wadley & Patterson P.C.

Intellectual Property Law • Patents • Trademarks • Information

August 27, 2010

VIA EMAIL: deborahfrierson@hotmail.com

Ms. Deborah Frierson
1209 Tulip Grove Road
Hermitage, TN 37076

RE: ENGAGEMENT OF WADDEY & PATTERSON FOR LEGAL SERVICES

OUR DOCKET NO.: 004395

Dear Ms. Frierson:

This will confirm and thank you for your decision to retain Wadley & Patterson to perform legal services for you. Specifically, you have asked us to prepare a patent application on your invention, preliminarily entitled Foot Support for Spinal Injury Patients.

In order to receive a patent under U.S. law, an invention must be useful, novel, and not obvious. In our opinion, your invention is useful. While your invention is likely to be considered to be novel, the issue of obviousness is more difficult to address because it requires, in essence, the application of hindsight to the inventive process. In determining whether the invention is obvious under the law, the prior art must be identified and the differences between the invention and the prior art determined. Then these differences must be considered to determine whether they would have been obvious to someone skilled in the field. Because we have not done a patentability search on your invention, we have no way of knowing if there is any prior art that might be pertinent to the issues of novelty and obviousness.

Registered Patent Attorneys

Mark J. Patterson

I. C. Wadley, Jr.

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Lucian Wayne Beavers

James R. Cartiglia

John F. Triggs

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Ryan D. Levy

Gary L. Montle

Rebecca M. Barnett

Matthew C. Cox

Paul C. Ney, Jr.*

*Not A Registered Patent Attorney



Wadley & Patterson P.C.

Intellectual Property Law • Patents • Trademarks • Enforcement

November 3, 2010

CONFIDENTIAL

VIA MAIL

Ms. Deborah Frierson
1209 Tulip Grove Road
Hermitage, TN 37076

**RE: TRANSMITTAL OF DRAFT PATENT APPLICATION FOR
"TOE-CURL PREVENTION DEVICE AND METHODS"**

OUR DOCKET NO.: 004395

Dear Ms. Frierson:

Please find enclosed a draft patent application for your invention of a "TOE-CURL PREVENTION DEVICE AND METHODS." Please review the draft patent application carefully, paying particular attention to the Claims. If you feel that anything should be added to the application, or if you feel any information in the draft application should be removed or amended, please bring that to our attention as soon as possible.

Also enclosed is a draft of the informal figures for the patent application. As we discussed, our draftsman will prepare the formal patent drawings based on these informal figures once you have approved the application. The draftsman usually takes 2-3 weeks to finish the formal drawings. After we have received the formal drawings, I will file your patent application electronically with the USPTO.

Deborah Frierson – Draft Transmittal Letter
November 3, 2010
Page 2 of 2

Also, please continue to avoid any public use, public sale or public offers for sale of this invention until the filing date of this application. If you have engaged in any of these activities, please provide us with this information in writing as soon as possible.

Finally, please note that this patent application has not been filed at this time, and you should not mark your product “patent pending” or “patent applied for” until after the filing date. I will advise you when it is safe to mark your product as patent pending after the application has been filed.

I am also sending a copy of this patent application to your email address at “deborahfrierson@hotmail.com”.

Please do not hesitate to contact me if you have any questions or concerns.

Thank you again for this opportunity to be of service.

Best regards,

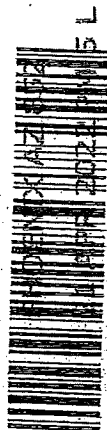
WADDEY & PATTERSON



Matthew Cox
Waddey & Patterson, P.C.
Roundabout Plaza
1600 Division Street
Suite 500
Ph. 615.242.2400
Fax 615.242.2221
mcc@iplawgroup.com

mcc/enclosure

USPS TRACKING #



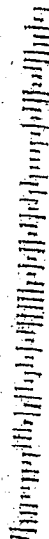
9590 9402 4527 8278 1066 20

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United States
Postal Service

* Sender: Please print your name, address, and ZIP+4® in this box.*

DEBORAH J. FRIENSEN
8305 Gordon Lane
Hermitage, TN 37076



RECEIVED BY THE SECRETARY OF THE U.S. DEPARTMENT OF JUSTICE
OCT 26 2023 10:58 AM
2023-10-26 10:58 AM

SENDER: COMPLETE THIS SECTION

☒ Complete items 1, 2, and 3.
☒ Print your name and address on the reverse so that we can return the card to you.
☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: **Geo Phillippe**
Executive Vice President
Meritage's Home Corporation
8900 E. Rain Tree Dr, Ste 300
Scottsdale AZ 85260

2. Article Number (Transfer from service label)
7021 1970 0001 9336 5831

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature *Josh Smith* ☒ Agent ☐ Addressee

B. Received by (Printed Name) **Josh Smith** C. Date of Delivery **4/16/22**

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type

<input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Insured Mail (up to \$500) <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery
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Domestic Return Receipt

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For delivery information, visit our website at www.usps.com

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Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$3.15
<input type="checkbox"/> Return Receipt (electronic)	\$3.15
<input type="checkbox"/> Certified Mail Restricted Delivery	\$3.15
<input type="checkbox"/> Adult Signature Required	\$3.15
<input type="checkbox"/> Adult Signature Restricted Delivery	\$3.15

Postage \$2.16

Total Postage and Fees \$5.91

Sent To **Geo Phillippe Lord**
Executive VP
Meritage's Home Corp
8900 E. Rain Tree Dr
Scottsdale, AZ 85260

Postmark **APR 16 2022**

PS Form 3811, July 2015 PSN 7530-02-000-9053 See Reverse for Instructions

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Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$3.15
<input type="checkbox"/> Return Receipt (electronic)	\$3.15
<input type="checkbox"/> Certified Mail Restricted Delivery	\$3.15
<input type="checkbox"/> Adult Signature Required	\$3.15
<input type="checkbox"/> Adult Signature Restricted Delivery	\$3.15

Postage \$2.16

Total Postage and Fees \$5.91

Sent To **Mark Reynolds**
VP Senior Attorney
16410 N. 41st Ave, Suite 104
Scottsdale, AZ 85260

Postmark **APR 16 2022**

PS Form 3811, July 2015 PSN 7530-02-000-9053 See Reverse for Instructions

2025 APR 16 10:01 AM RECEIVED BY PATRICK A. REYNOLDS 2025 APR 16 10:01 AM

MAXIMUM PRINCIPAL INDEBTEDNESS FOR
TENNESSEE RECORDING TAX PURPOSE IS \$ - 0 -

This man has made
8M + of my life
Estate, I lost!!!
due this Fraud
and illegal activity

THIS INSTRUMENT PREPARED BY:
Rochelle, McCulloch & Anlds, P.L.L.C.
109 North Castle Heights Avenue
Lebanon, TN 37087
11-0092
#4000449689

Space for Recorder's stamp

BILL GARRETT, Davidson County
Trans: T28110011114 DOTASSN
Recvd: 02/23/11 13:23 1 pgs
Fees: 12.00 Taxes: 0.00
20110223-0014002

ASSIGNMENT

For value received, the undersigned, WILSON BANK & TRUST, a corporation organized and existing under the laws of the State of Tennessee, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN AND DELIVER unto ALAN R. WISE, his heirs and assigns, that certain Deed of Trust executed by H. GROUP, LLC, a Tennessee limited liability company, to Randall Clemons, Trustee, in the original principal sum of \$709,200.00 dated April 4, 2007, and recorded in Instrument No. 20070411-0043081, in the Register's Office for DAVIDSON County, Tennessee, said Register's Office, together with the debt thereby secured and the note therein described and all interest of the undersigned in and to the land and property conveyed by said deed of trust.

TO HAVE AND TO HOLD unto the said ALAN R. WISE, his heirs and assigns forever.

THIS ASSIGNMENT IS MADE WITHOUT RECOURSE.

IN WITNESS WHEREOF, the said WILSON BANK & TRUST has caused this instrument to be executed in its name by its duly authorized officer, this the 15 day of February, 2011.

WILSON BANK & TRUST

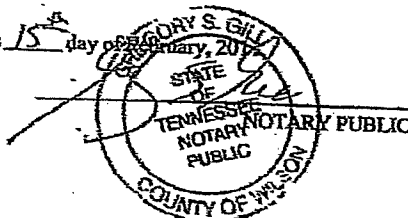
BY: Gary Whitaker
GARY WHITAKER
Executive Vice-President

STATE OF TENNESSEE
COUNTY OF WILSON

Personally appeared before me, the undersigned authority, a notary public in and for the state and county aforesaid, GARY WHITAKER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged that he is Executive Vice-President of WILSON BANK & TRUST, the within-named bargainer, and as such authorized officer, being given the authority to so do, executed the within instrument on behalf of the corporation by signing its name as such authorized officer.

WITNESS my hand and official seal at office, this 15 day of February, 2011.

My commission expires: 10/16/11



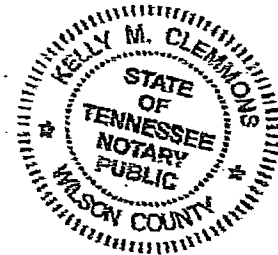
ALL
the
property
30 acres

STATE OF TENNESSEE
COUNTY OF WILSON

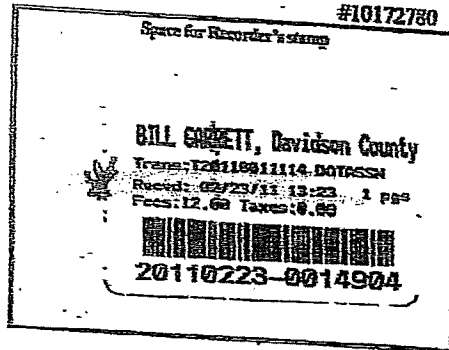
Personally appeared before me, the undersigned authority, a notary public in and for the state and county aforesaid, GARY WHITAKER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged himself to be the Executive Vice-President of Wilson Bank & Trust, the within named bargainer, and as such authorized officer, being given the authority to so do, executed the within instrument on behalf of the corporation by signing his name as such authorized officer.

WITNESS my hand and official seal at office, this the 16th day of November, 2010.

Kelly M. Clemmons
Notary Public
My Commission Expires: 04/02/11



THIS INSTRUMENT PREPARED BY:
Rochelle, McCulloch & Aulds, P.L.L.C.
109 North Castle Heights Avenue
Lebanon, TN 37087
11-0092
#10172780



ASSIGNMENT

For value received, the undersigned, WILSON BANK & TRUST, a corporation organized and existing under the laws of the State of Tennessee, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN AND DELIVER unto ALAN R. WISE, his heirs and assigns, that certain Deed of Trust executed by H. GROUP, LLC, a Tennessee limited liability company, to Randall Clemens, Trustee, in the original principal sum of \$400,000.00 dated August 3, 2007, and recorded in Instrument No. 20070807-0093794, in the Register's Office for DAVIDSON County, Tennessee, said Register's Office, together with the debt thereby secured and the note therein described and all interest of the undersigned in and to the land and property conveyed by said deed of trust.

TO HAVE AND TO HOLD unto the said ALAN R. WISE, his heirs and assigns forever.

THIS ASSIGNMENT IS MADE WITHOUT RECOURSE.

IN WITNESS WHEREOF, the said WILSON BANK & TRUST has caused this instrument to be executed in its name by its duly authorized officer, this the 15 day of February, 2011.

WILSON BANK & TRUST

BY: Gary Whitaker
GARY WHITAKER
Executive Vice-President

STATE OF TENNESSEE
COUNTY OF WILSON

Personally appeared before me, the undersigned authority, a notary public in and for the state and county aforesaid, GARY WHITAKER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged that he is Executive Vice-President of WILSON BANK & TRUST, the within-named bargainer, and as such authorized officer, being given the authority to so do, executed the within instrument on behalf of the corporation by signing its name as such authorized officer.

WITNESS my hand and official seal at office, this 15 day of February, 2011.

My commission expires 10/14/11



NOTARY PUBLIC

I over looked document, not realizing
Allan R. Wise
was conveyed the property by
Dwight Holland
8-3-2007

THAT WAS
about 6 mos
after my sons
accident, this
was the plan
along, to seem

I feel like
I am in a
Madoff scam
scam with a lot
a paper trail
I have
everything
from 11-2-2006

Type of Loan				6. File Number		7. Loan Number		8. Mortgage Insurance Case Number	
1. <input type="checkbox"/> FHA		2. <input type="checkbox"/> RHS		3. <input type="checkbox"/> Conv. Units		4. <input type="checkbox"/> VA		5. <input type="checkbox"/> Conv. Ins.	
				11-0092		40000489478 & 10233119			

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower ALAN R. WISE 321 BOURNEMOUTH LANE HERMITAGE, TN 37076	E. Name and Address of Seller WILSON BANK & TRUST 623 WEST MAIN STREET LEBANON, TN 37087	F. Name and Address of Lender WILSON BANK & TRUST 623 WEST MAIN STREET LEBANON, TN 37087
---	--	--

G. Property Location
Handwritten: 211201-2-15-2011
 COMMERCIAL LOAN TO PURCHASE 6 PROMISSORY NOTES
 (H GROUP/HERMITAGE DEVELOPERS) COLLATERAL ASSGNMT

H. Settlement Agent
 Rochelle, McCulloch & Aulds, PLLC
 ph: (615) 444-1433
I. Settlement Date
 02/15/11
DD: 02/15/11

J. SUMMARY OF BORROWER'S TRANSACTION:

100. GROSS AMOUNT DUE FROM BORROWER	
101. Contract sales price	3,135,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	3,628.13
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes to	
107. County taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BORROWER	3,138,628.13
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER	
201. Deposit or earnest money	247,000.00
202. Principal amount of new loan(s)	1,900,000.00
203. Existing loan(s) taken subject to	
204.	
205. 2ND LOAN #10233119	921,500.00
WILSON BANK & TRUST	
206.	
207. PROCEEDS FROM LOAN #40000489461	66,500.00
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes to	
211. County taxes to	
212. Assessments to	
213.	
214.	
215.	

K. SUMMARY OF SELLER'S TRANSACTION:

400. GROSS AMOUNT DUE TO SELLER	
401. Contract sales price	3,135,000.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes to	
407. County taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	3,135,000.00
500. REDUCTIONS IN AMOUNT TO SELLER	
501. Excess Deposit (see instructions)	
502. Settlement charges to seller (line 1400)	431.00
503. Existing loans taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes to	
511. County taxes to	
512. Assessments to	
513.	
514.	
515.	

HUD 1 SETTLEMENT STATEMENT ADDENDUM

I have carefully reviewed the HUD 1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD 1 Settlement Statement.

Alan R Wise
 ALAN R. WISE Borrower

 Borrower

 Borrower

 Borrower

WILSON BANK & TRUST
Gary Whitaker
 GARY WHITAKER, Exec. Vice-President Seller

 Seller

 Seller

 Seller

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and correct account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Rochelle, McCulloch & Aulds, P.L.L.C.

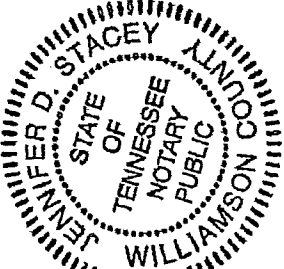
R. S. Aulds
 CLOSING AGENT

DATE: February 15th, 2011

WARNING: It is a crime to knowingly make false statements on this or any other similar form.

the United States on

2011-02-15 10:52 AM Received by Tennessee Section of the Highway

<p style="text-align: center;">WARRANTY DEED</p> 	<p>STATE OF TENNESSEE COUNTY OF <u>Williamson</u></p> <p>THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$4,982,785.00.</p> <p><u>Donna [Signature]</u> Affiant</p> <p>SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE <u>20TH DAY OF DECEMBER, 2020</u>, <u>5th day of January</u>, 2021.</p> <p><u>[Signature]</u> Notary Public</p> <p>MY COMMISSION EXPIRES: <u>10/3/21</u> (AFFIX SEAL)</p>	
	<p style="text-align: center;">THIS INSTRUMENT WAS PREPARED BY Southland Law Group, PLLC 7101 Executive Center Dr., Suite 151 Brentwood, TN 37027</p>	
<p>ADDRESS NEW OWNER AS FOLLOWS:</p> <p>Meritage Homes of Tennessee, Inc. 5217 Maryland Way #222 Brentwood, Tennessee 37027</p>	<p>SEND TAX BILLS TO:</p> <p>New Owner</p>	<p>MAP-PARCEL NO.(S)</p> <p>Map 86, Parcel 327.00; Map 86, Parcel 113.00; Map 86, Parcel 348.00; Map 87, Parcel 195.00; Map 87, Parcel 25.00</p>

Karen Johnson Davidson County
Batch# 547850 DEEDWARR
01/06/2021 09:46:20 AM 5 pgs
Fees: \$28.00 Taxes: \$18,436.30


20210106-0002300

For and in consideration of the sum of Ten AND NO/100 Dollars (\$10.00), cash in hand, paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, I/we, The Lux Development Group, LLC, a Tennessee limited liability company, hereinafter called the Grantor, has bargained and sold, and by these presents does hereby transfer and convey unto Meritage Homes of Tennessee, Inc., an Arizona corporation, hereinafter called Grantee, its successors and assigns, that certain tract or parcel of land in Davidson County, TENNESSEE, described as follows, to-wit:

Parcel No. 087-00-0-195.00:

A tract of land, being the Northeasterly part of the Kenneth Frierson, et al Property recorded in Deed Book 9511, Page 178, Situated in the 12th Councilmanic District of Davidson County, Tennessee and described according to an unrecorded Survey by John D. McCormick RLS#674 dated December 31, 2001:

BEGINNING at a fence corner post, said point being in the Easterly Property line of Harold Ewin recorded in Deed Book 5311, Page 98, RODCT and being the Southwest corner of Farmingham Wood Subdivision and being the Northwest corner of the Property herein described, thence along the Southerly boundary of Farmingham Wood Subdivision S 86° 43' 58"E., a distance of 779.83 feet to a new iron rod, thence along the Westerly margin of Now Hope Estate S 5° 17' 54" W., a distance of 614.50 feet to a new iron rod, thence N. 86° 42' 35" W., a distance of 770.00 feet to a new iron rod at a metal fence post, thence N. 2°

46°55" E., a distance of 372.01 feet to a point in the center line of Dry Fork Creek; thence N. 6° 51' 49" E., a distance of 242.28 feet to a point of beginning and containing 11.00 acres more or less.

AND

Parcel No. 087-00-0-025.00;

Property located in the 12th Councilmanic District of Davidson County, Tennessee and being more particularly described according to a boundary survey prepared by Wamble and Associates, PLLC dated January 08, 2007 as follows:

Beginning at an iron rod (new) on the Southern margin of Forest Ridge Drive (50 feet right-of-way)- said iron rod (new) located South 83 degrees 14 minutes 02 seconds East, 118.77 feet from the Southwest corner of Lot 215, as shown on the final Plat of revised Section 10 Valley Grove, as of record in Plat Book 6200, Page 26, Register's Office of Davidson County, Tennessee Thence, following said Southern margin of Forest Ridge Drive South 59 degrees 11 minutes 43 seconds East, 132.21 feet to an iron rod (new), said iron rod (new) being the Northwest corner of Lot 183, of said revised Section 10 Valley Grove and the Northeast corner of the property herein described; Thence, leaving said Southern margin of Forest Ridge Drive and following the Western boundary of said Lot 183 of revised Section 10, Valley Grove South 30 degrees 48 minutes 17 seconds West, 25.00 feet to an iron rod (new); Thence, along a curve to the right having a radius of 356.07 feet a central angle of 17 degrees 13 minutes 10 seconds, an arc length of 107.01 feet, a chord bearing and distance of South 39 degrees 24 minutes 44 seconds West, 106.61 feet and a tangent of 53.91 feet to an iron rod (new), said iron rod (new) being the Southwest corner of said Lot 183 of revised Section 10, Valley Grove; Thence, leaving said Western boundary of Lot 183 of revised Section 10, Valley Grove and following the Southern boundary of said Lot 183 of revised Section 10, Valley Grove South 41 degrees 58 minutes 40 seconds East, 93.08 feet to an iron rod (new) on the Western boundary of Lot 180, as shown on Section 8 Valley Grove, as of record in Plat Book 5200, Page 606, Register's Office of Davidson County, Tennessee, said iron rod (new) being the Southeast corner of said Lot 183 of said revised Section 10, Valley Grove; Thence, leaving said Southern boundary of Lot 183 of revised Section 10, Valley Grove and following said Western boundary of Section 8, Valley Grove South 37 degrees 44 minutes 11 seconds West, 49.30 feet to an iron rod (new), said iron rod (new) being the Southwest corner of said Lot 180 of Section 8, Valley Grove and the Northwest corner of Lot 179 of said Section 8, Valley Grove; Thence, South 20 degrees 33 minutes 26 seconds West, 165.08 feet to an iron rod (new), said iron rod (new) being the Southwest corner of Lot 178 of said Section 8, Valley Grove. The Northwest corner of Lot 177 of said Section 8, Valley Grove and the Southeast corner of the property herein described; Thence, leaving said Western boundary of Section 8, Valley Grove and following the Northern boundary of said Sections, Valley Grove and continuing with the Northern boundary of Section 7, Valley Grove, .45 of record in Plat Book 5800, Page 246, Register's Office of Davidson County, Tennessee and the Northern boundary of Section 6, Valley Grove, as of record in Plat Book 5200, Page 583, Register's Office of Davidson County, Tennessee South 81 degrees 44 minutes 28 seconds West 53.46 feet to an iron rod (new), said iron rod (new) being the Southwest corner of said Lot 177 of Sections, Valley Grove, the Northwest corner of Lot 107 of said Section 8, Valley Grove and the Northeast corner of Lot 106 of said Sections, Valley Grove; Thence, South 79 degrees 21 minutes 17 seconds West, 83.49 feet to an iron rod (old), said iron rod (old) being the Northwest corner of said Lot 106 of Sections, Valley Grove and the Northeast corner of Lot 105 of said Section 7, Valley Grove; Thence, North 86 degrees 49 minutes 29 seconds West 81.39 feet to an iron rod (old), said iron rod (old) being the Northwest corner of said Lot 105 of Section 7, Valley Grove and the Northeast corner of Lot 104 of said Section 7, Valley Grove; Thence, South 68 degrees 40 minutes 38 seconds West 159.94 feet to an iron rod (new), said iron rod (new) being the Northwest corner of Lot 103 of said Section 7, Valley Grove and the Northeast corner of Lot 102 of said Section 7, Valley Grove; Thence, South 63 degrees 18 minutes 36 seconds West 214.26 feet to an iron rod (new) on the Northern boundary of Lot 99 of said Sections, Valley Grove; Thence, South 72 degrees 21 minutes 35 seconds West 15.35 feet to an iron rod (new), said iron rod (new) being the Northwest corner of Lot 98 of said Section 6, Valley Grove; Thence, North 66 degrees 40 minutes 15 seconds West 184.38 feet to an iron rod (new), said iron rod (new) being the Northwest corner of Lot 94 of said Section 6, Valley Grove and the Northeast corner of Lot 93 of said Section 6, Valley Grove; Thence, North 73 degrees 20 minutes 10 seconds West, 77.57 feet to an iron rod

(new), said iron rod (new) being the Northwest corner of said Lot 93 of Section 6, Valley Grove and the Northeast corner of Lot 92 of said Section 6 Valley Grove; Thence, North 79 degrees 47 minutes 24 seconds West, 65.17 feet to an iron rod (new), said iron rod (new) being the Northwest corner of said Lot 92 of Section 6, Valley Grove and the Northeast corner of Lot 91 of said Section 6, Valley Grove; Thence North 69 degrees 06 minutes 04 seconds West, 118.51 feet to an iron rod (new), said iron rod (new) being the Northwest corner of Lot 90 of said Section 6, Valley Grove and the Northeast corner of Lot 89 of said Section 6, Valley Grove; Thence, North 82 degrees 50 minutes 33 seconds West, 91.77 feet to an iron rod (old) on the Eastern boundary of the Deborah Frierson Property, as of record in Instrument Number 20050426-0046179, Register's Office of Davidson County, Tennessee. said iron rod (old) being the Northwest corner of said Lot 89 of Section 6, Valley Grove and the Southwest corner of the property herein described; Thence, leaving said Northern boundary of Section 6, Valley Grove and following said Eastern boundary of the Deborah Frierson Property and continuing along an Eastern boundary of the Deborah J. Frierson Property, as of record in Deed Book 9511, Page 178, Register's Office Davidson County, Tennessee North 07 degrees 23 minutes 15 seconds East, 614.27 feet to a point said point being the Northwest corner of the property herein described; Thence, leaving said Eastern boundary of the Deborah J. Frierson Property and following a Southern boundary of said Deborah J. Frierson South 83 degrees 20 minutes 40 seconds East, 1,097.78 feet to the point of beginning.

Containing 702,402 square feet or 16.12 acres

AND

Parcel No. 086-00-0-348.00:

Land in Davidson County, Tennessee, described according to an unrecorded survey prepared by John D. McCormick, Registered Land Surveyor, dated April 28, 1993, as follows, to-wit:

Beginning at a point in the easterly margin of Tulip Grove Road, said point being the SW corner of the G.H. Robertson, etux Property as of record in Deed Book 1452, Page 111, said point being approximately 677 feet North of the centerline of Rockwood Drive; thence No. 82 deg. 18' 58" East, a distance of 11.0 feet; thence No. 8 deg. 36'35" East, a distance of 251.24 feet; thence No. 12 deg. 30' 06" East a distance of 132.01 feet; thence So. 74 deg. 47' 38 East a distance of 178.10 feet; thence No. 5 deg. 32' 31" East a distance of 175.00 feet; thence So. 84 deg. 27' 39" East a distance of 310.00 feet; thence So. 9 deg. 57' 01" West a distance of 467.14 feet, thence So. 82 deg. 18' 58" West a distance of 493.23 feet to a point in the easterly margin of Tulip Grove Road; thence along the easterly margin of Tulip Grove Road along a curve to the left with a radius of 979.93 feet, a distance of 50.00 feet to the point of beginning and containing 5.094 acres more or less.

INCLUDED in the above, but specifically excluded therefrom is that portion of the property described in the Quitclaim Deed of record as Instrument No.20030103-0001112, Register's Office for Davidson County, Tennessee.

AND

Parcel No. 086-00-0-327.00:

Land in Davidson County, Tennessee, described according to an unrecorded Survey prepared by John D. McCormick, Registered Land Surveyor, dated April 28, 1.993, as follows, to-wit:

Beginning at a point in the easterly margin of Tulip Grove Road, said point being the NW corner of the Dewey T. Hockett Property as of record in Deed Book 3949, Page 689, and being the Southwest corner of the property herein described, said point being approximately 507 feet North of centerline of Rockwood Drive; thence along the easterly margin of Tulip Grove Road; in a northerly direction along a curve to the left with a radius of 979.93 feet a distance 120.36 feet; thence leaving Tulip Grove Road in a direction of No. 82 deg. 18' 58" East a distance of 493.23 feet; thence No. 9 deg. 57' 01" East a distance of 310.00 feet, thence So. 80 deg. 02' 59" East a distance of 332.07 feet to a point in a fence line; thence along

fence line So. 5 deg. 12' 39" West a distance of 501.89 feet to a corner post, thence No. 85 deg. 25' 45" West a distance of 824.22 feet along a fence line to a point of beginning and containing 6.031 acres more or less.

AND

Parcel No. 086-00-0-113.00:

TRACT NO. 1:

BEING 42 acres of land, the same property conveyed to Laura Evans by deed from William Wilson and others, of record in Book 723, Page 756, Office of the Register for Davidson County, Tennessee; the full legal description contained in said Deed is incorporated herein by reference. The property was devised to Mexie Frierson, the Grantor herein, by the Will of Laura Evans, of record in Will Book 51, Page 433, Office of the Probate Clerk for Davidson County, Tennessee.

TRACT NO. 2:

BEING 14 acres of land, the same property conveyed to Mexie Wilson Frierson by deed from William Wilson and others, of record in Book 723, Page 758, Office of the Register for Davidson County, Tennessee; the full legal description contained in the said deed is incorporated herein by reference.

INCLUDED in the description above, but excluded from this conveyance is that portion of the heretofore described real property previously conveyed to Deborah Y. Frierson from Kenneth P. Frierson, et al, by Quitclaim Deed of record in Book 8962, Page 35, Register's Office for Davidson County, Tennessee.

INCLUDED in the above, but specifically excluded therefrom is that portion of the property described in Deed Book 8962, page 35, and as Instrument No. 20020724-0088959, Register's Office for Davidson County, Tennessee.

Being a part of the same property conveyed to Wise Group, Inc. by Substitute Trustees Deed dated 05/19/2011 from Gregory S. Gill, Substitute Trustee of record in Instrument 201105230039459, Register's Office for Davidson County, Tennessee and further conveyed to The Lux Development Group, LLC, by quitclaim deed of record in Instrument No. 20180928-0096542, said Register's Office.

This conveyance is subject to the taxes for the current year and subsequent years; any and all easements and/or restrictions of record; and all matters shown on the plan of record; all in the said Register's Office.

This is unimproved ☒ improved ☐ property known as: 1209 & 1213 Tulip Grove Road, 4872 Myra Drive and Valley Grove Drive, Hermitage, TN 37076

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns forever; and it does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, its successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

1209 & 1213 doesn't have anything to do with 4872 Myra Dr
5.09 + 6.0 only connected to Valley Grove
1209 Tulip Grove Rd; was ~~unimproved~~ improved land with
a house on 5.094 acres, my Father built!!!

Witness my/our hand(s) this the 29 day of December, 2020.

The Lux Development Group, LLC

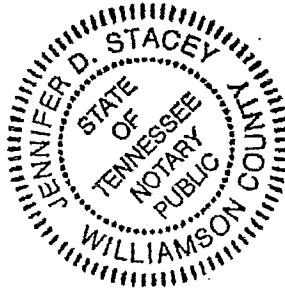
BY: Alan Wise Chief Manager
Alan Wise, Chief Manager

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public within and for the State and County, appeared Alan Wise with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon his oath acknowledged himself to be the Chief Manager of The Lux Development Group, LLC, the within named bargainor, a limited liability company, and that he as such Chief Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by the said Alan Wise as such Chief Manager.

Witness my hand and official seal, this the 29 day of December, 2020.

Jill Stacey
Notary Public
My Commission Expires: 10/3/21



Fravel at it best

Wednesday, August 03, 2022

LOCATION
Property Address 1209 Tulp Grove Rd
Hermitage, TN 37076-2632

Subdivision
County Davidson County, TN

PROPERTY SUMMARY

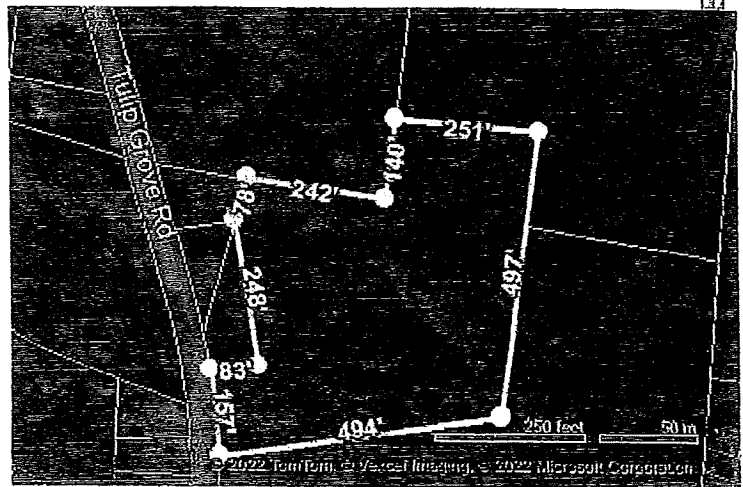
Property Type Residential
Land Use Single Family Dwelling
Improvement Type Single Family
Square Feet 1,677

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID 086-00-0-348.00
Alternate Parcel ID
Account Number
District/Ward GSD
Opportunity Zones No
2010 Census Tract/Blk 156.22/3
Assessor Roll Year 2021

*This man
Allan Wise
has made
SM + off
lost life
Estate*

*Allan Wise
title Co.,
established
10-20-20*



CURRENT OWNER

Name Meritage Homes Tennessee Inc
Mailing Address 5217 Maryland Way Ste 222
Brentwood, TN 37027-5009

SALES HISTORY THROUGH 07/22/2022

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
12/29/2020	\$4,982,785	Meritage Homes Tennessee Inc		Warranty Deed		202101060003200
9/25/2018		Lux Development Group LLC	Never had the original Quit Claim Deed from	Quit Claim Deed	5	201809280096542
5/19/2011	\$500,000	Wise Group Inc	Have had original quit claim deed and survey	Trustee's/Substitute Trustee's Deed	5	201105230039459
4/3/2007	\$115,420	H Group LLC	Frierson Deborah J	Warranty Deed		200704110043078
5/15/1993		Frierson Deborah J	I am the only one who has the Original Quit Claim deed and survey	Warranty Deed	2	8962/35

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2021	Assessment Year	2021		
Appraised Land	\$300,000	Assessed Land	\$75,000	General Services District	2.953
Appraised Improvements	\$89,900	Assessed Improvements	\$22,475		
Total Tax Appraisal	\$389,900	Total Assessment	\$97,475		
		Exempt Amount			
		Exempt Reason			

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2021		\$2,878.44	\$2,878.44
2020		\$2,853.31	\$2,853.31
2019		\$2,075.20	\$2,075.20
2018		\$2,075.20	\$2,075.20
2017		\$1,223.22	\$1,223.22
2016		\$1,433.24	\$1,433.24
2015		\$1,433.24	\$1,433.24
2014		\$1,433.24	\$1,433.24
2013		\$1,433.24	\$1,433.24

RECEIVED BY FRANKS

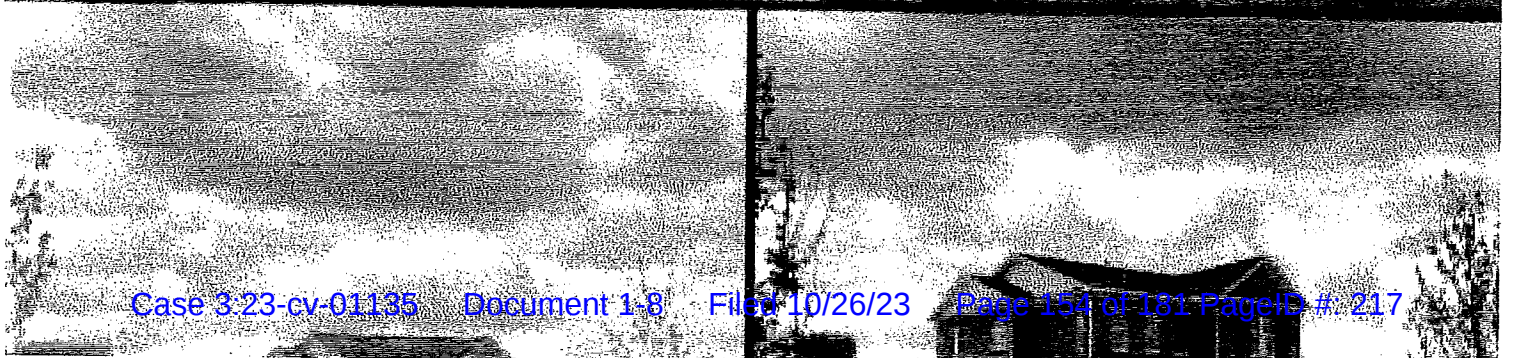
My team is killing it! Come see the definition of quality.



Grandview Custom Homes • Follow

May 9, 2020 • 🌐

Come visit us at Durham Farms,
Hendersonville's hottest community! View our
stunning homes surrounding the Farmhouse,
a.k.a- Am... See more

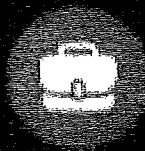




Alan Wise is in Nashville.

Dec 31, 2009 ·

...



Started New Job at Lux Development Group

2009 — President
Nashville, Tennessee
Earthwork/Developer



Share



Alan Wise is in Antioch, Tennessee.

Dec 31, 1997 ·

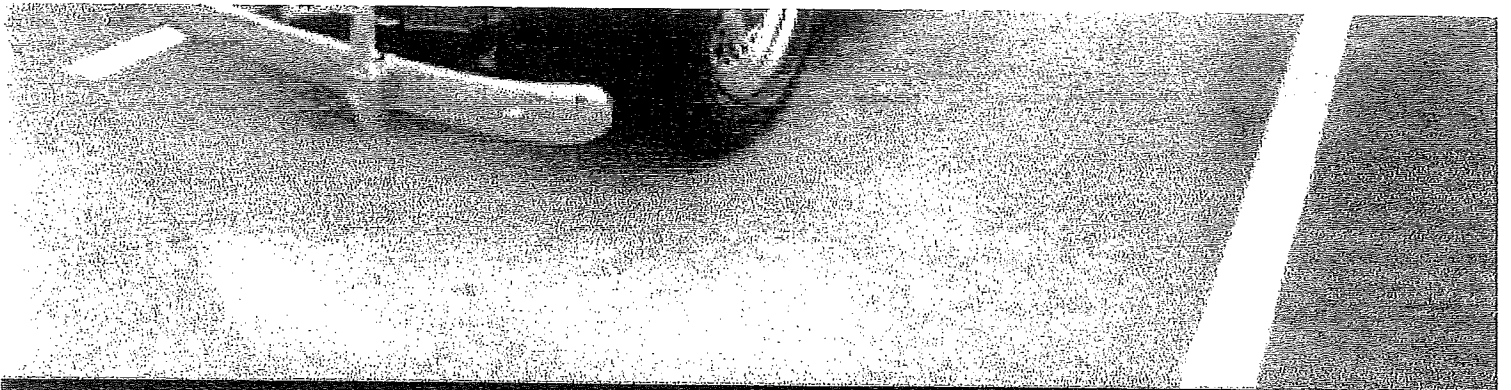
...



Started New Job at Wise Coaches of Nashville

1997 — President CEO Emeritus

Antioch, Tennessee



8

1 comment

Like

Comment

Share



5

She ready.....



  187

38 comments • 1 share

 Like

 Comment

 Share



Alan Wise is with **Tricia Short Arnold**
and **5 others**.



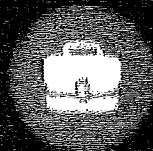
Jan 28, 2022 · 



Alan Wise is in Nashville.

...

Jun 1, 2018 · 🌐



Started New Job at Grandview Custom Homes

June 1, 2018 — Senior Partner

Nashville, Tennessee

Contractor/Builder



1 comment



Like



Comment



Share



Alan Wise is in Nashville.

...

Dec 31, 2009 · 🌐



Started New Job at Lux Development Group

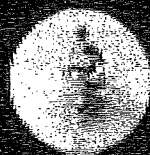
👍 158

16 comments · 2.5K views

👍 Like

💬 Comment

➦ Share



Alan Wise



May 28, 2022 · 🌐

In Hermitage and MJ soon..
Kultur Vodka



Incident Report



Metropolitan Police Department
Nashville, Tennessee
ver 4.3

ZONE
523

R.P.A.
9533

1. MPD Incident No.
2018-0906251

Part 1 Incident		2. Related Incident <input checked="" type="checkbox"/> N/A	
		3. Other Police Agency & Case Incident No. <input checked="" type="checkbox"/> N/A	
4. Report Type DISPATCHED	5. Report Date/Time 10/28/2018 11:05	6. Incident Date/Time (From/To) 10/28/2018 10:00 - 10/28/2018 11:00 Precinct: Hermitage Precinct	
7. Reporting/Dispatched Location <input type="checkbox"/> UNK 8305 GORDON LN		Apt No	City State Zip Code TN
Cross Street:			
8. Address of Incident <input type="checkbox"/> Same as Block No 7 8305 GORDON LN		Apt No	City State Zip Code HERMITAGE TN 37076
Cross Street:			
# 1	9. Offense CODE 26A	10. Offense Description FRAUD - SWINDLE	11. Status COMPLETED
12. Location Type CODE RESIDENCE, HOME			
13. Weapon CODE (Enter up to 3) NONE			
15. Hate Crime Suspected NO	16. Suspected Gang Activity NO	16a. Terrorism Suspected NO	17. (For Burglary) Forced Entry If Hotel/Motel/rental Storage No. of Premises Entered
18. (For Burglary/Robbery) Home Invasion?			
Part 2 <input type="checkbox"/> N/A		31. Victim Type Individual (18 and over)	
Victim No. 1		19. (Last, First, Middle Name or Business Name) <input type="checkbox"/> UNK <input checked="" type="checkbox"/> MNI <input type="checkbox"/> NEW FRIERSON DEBRA	
20. SSN <input type="checkbox"/> UNK <input checked="" type="checkbox"/> N/A		21. Driver License (State (Number)) <input type="checkbox"/> UNK <input checked="" type="checkbox"/> N/A	
Same as Address of Incident (Block #8) <input checked="" type="checkbox"/>	22. Address of Victim Street <input type="checkbox"/> UNK 8305 GORDON LN	Apt No	City State Zip Code E-Mail Address HERMITAGE TN 37076
Cross Street			
23. Sex FEMALE	24. Race BLACK OR AFRICAN AMERICAN	25. Ethnicity NON HISPANIC O	27. County Resident Yes
28. DOB <input type="checkbox"/> UNK <input type="checkbox"/> N/A 04/14/1949		29. Age <input type="checkbox"/> N/A 69 - Years	
29. Phone Numbers HM: (615) 889-8896 WK:		Cell/ Pager:	
30. Victim of Offenses: (Ref Block #9) 26A			
32. Local College Student? (If Yes, List Name of College/University) N/A			
33. Employment (Name) <input type="checkbox"/> MNI <input checked="" type="checkbox"/> N/A (Address) (Apt No) (Cross Street) (City) (State) (Zip Code) (Email Address)			
34. Domestic Disturbance? N/A If Yes, Answer the Following Questions Was Order of Protection Violated? Was Victim taken to Safe Place? Were Children taken to Safe Place? Were Children Present During Incident?			
35. Victim to Suspect 1 HOLLAND, DWIGHT		Relationship RELATIONSHIP UNKNOWN	
35. Victim to Suspect 2 WISE, ALLEN		Relationship RELATIONSHIP UNKNOWN	
36. Aggravated Assault/Homicide Circumstances		37. Negligent Manslaughter	38. Justifiable Homicide

10/28/2018 11:05 AM Received by Tennessee Society of State Forensic

Part 5 Property

☐ N/A

49. Victim/Suspect No.

Victim

1

FRIERSON, DEBRA

50. Cat CODE 77-OTHER: ALL OTHER PROPERTY NOT FITTING TH

Category (Other)

51. Property Description
(Make) (Model) (Size) (Type) (Color)

4.8 ACRES OF LAND (IMPROVED) OFF OF 1209 TULIP GROVE

52. Serial No.

Owner Applied No.

53. QTY

1

54. Type CODE Stolen

55. Cond CODE UNDAMAGED (USED)

Condition CODE (Other)

56. Est \$ Value 400,000

57. Date Recovered

Recovered \$Value

58. Stored By CODE Other (Specify)

Stored By (Other) SUSPECTS

Part 6 Injury & Transport

☒ N/A

85. Injured

86. "Injury" Code (Enter Up to 5)

87. Describe Injury

88. Medical Treatment

89. Transported By

90. Examining Physician ☐ N/A

91. Status

Part 7 Search By Officer ☒ N/A

111. Search Type

112. Searched Location (Address, Area, Etc.)

Part 8 Other Units Requested ☒ N/A

113.I.D. Section Called To Scene:

Yes, for: ☐ Photos ☐ Prints ☐ Other Other:

☐ DNA ☐ Firearms ☐ Brass Casings

114.Other Units Called:

Part 10 Narrative

120.

ON THIS DATE, VICTIM STATED SHE WAS SCAMMED BY SUSPECT #1 OVER THE SELL OF HER LAND THAT WAS PASSED ON TO HER BY A PREVIOUS RELATIVE. VICTIM STATED SUSPECT #1 (AN ALLEGED DEVELOPER) AGREED TO BUILD HER A RESIDENCE THAT WAS HANDICAP ACCESSIBLE IF SHE SIGN OVER THE 4.8 ACRES OF LAND SHE OWNS. SHE STATED SHE AGREED UNDER DURESS (SON WAS PARALYZED FROM AN ACCIDENT RIGHT BEFORE THE TRANSACTION) AND SIGNED THE CONTRACT. THIS TRANSACTION TOOK PLACE IN 2007. AT THE SAME TIME SHE SIGNED A CONTRACT, SUSPECT #1 GAVE THE LAND TO SUSPECT #2 IN A QUICK DEED PURCHASE BASED ON HIS RECENT BANKRUPTCY DILEMMA. VICTIM STATED SHE ATTEMPTED MULTIPLE TIMES TO CONTACT BOTH SUSPECTS BUT WAS UNSUCCESSFUL. BY 2009, VICTIM STATED THE RESIDENCE HAD NOT BEEN BUILT. VICTIM STATED SHE DISCOVERED SUSPECT #1 DID NOT HAVE A LICENSE TO MAKE SUCH TRANSACTIONS AND TOOK HIM TO COURT. SHE STATED SHE WAS AWARDED \$400,000 IN A JUDGMENT AND TO RECEIVE THE 4.8 ACRES BACK IN RETURN. VICTIM STATED SHE WAS ADVISED FROM COUNSEL TO MAKE A POLICE REPORT TO 'GET THE BALL' ROLLING FOR INVESTIGATORS TO LOOK INTO GETTING HER LAND BACK

MMPD FORM 100

REV 5-00

CALEA 42.2.4, 82.2.1, 82.2.4

Ver 2.3.3e

Incident Report
Metropolitan Nashville Police Department
Nashville, Tennessee



ZONE 525	RPA 9533	1. MPD Incident No. 2022-0336573
-------------	-------------	-------------------------------------

Part 1 Incident		2. Related Incident N/A		3. Other Police Agency and Case Incident No. N/A		6. Incident Date From: 07/09/2022 11:56 To: 07/09/2022 11:56		Precinct HERMITAGE	
4. Report Type DISPATCHED		5. Report Date 07/09/2022		Time 11:56					
7. Reporting/Dispatched Location 8305 GORDON LN, HERMITAGE, TN 37076									
8. Address of Incident 8305 GORDON LN, HERMITAGE, TN 37076									
9. Offense Code 740 - Matter of Record		10. Offense Description MATTER OF RECORD				11. Status COMPLETED		12. Location Type Code RESIDENCE, HOME	
13. Weapon Code (Enter up to 3) NONE									
14. Activity Code (Enter up to 3)									
15. Hate Crime Suspected NO		16. Suspected Gang Activity NO		16a. Terrorism Suspected NO		16b. Cybercrime Suspected		17. (For Burglary) Forced Entry If Hotel/Motel/Rental Storage No of premises entered	
								18. (For Burglary/Robbery) Home Invasion?	
Part 2 Victim									
Victim 1		31. Victim Type INDIVIDUAL (18 AND OVER)				19. (Last, First, Middle Name or Business Name) FRIERSON, DEBBIE			
20. Social Security Number				21. Driver's License Number				Email	
22. Address of Victim Same as Address of Incident Block 8									
23. Sex FEMALE		24. Race BLACK OR AFRICAN AMERIC		25. Ethnicity NOT HISPANIC OR LATINO		27. County Resident YES		28. D.O.B. 04/14/1949	
								29. Age 73 Years	
29. Phone Numbers Home: (615) 889-8896				Work:		Cell/Pager:			
30. Victim of Offenses: (Ref Block #9) 740 - Matter of Record									
32. Local College Student? (If yes, last name of college/university) N/A									
33. Employment N/A									
34. Domestic Disturbance? No		Was Order of Protection violated?		Was victim taken to safe place?		Were children taken to safe place?		Were children present during incident?	
35. Victim to Suspect				37. Negligent Manslaughter				38. Justifiable Homicide	
36. Aggravated Assault/Homicide Circumstances									
38.1. Will Victim Prosecute? NO				38.2. Can ID Suspect: NO					
123. Signature of Recipient/Authorizer: N/A				127. Advisory Notice Issued CITIZEN INFORMATION NOTICE					
Part 3 Suspect N/A									
Part 4 Other Person N/A									
Part 5 Property N/A									

Drugs: N/A					
Part 6 Injury and Transport: N/A					
Part 7 Search by Officer: N/A					
Part 8 Other Units Requested: N/A					
112. Section Called to Scene		Yes for: Other:			
Part 9 LEOKA	115. Police Assault Cleared	116. First Weapon Encountered		117. Type of Activity	
118. Officer Assignment	119. LEOKA Incident Type				
Part 10 Narrative:		120.			
<p>ON 07/09/2022 I WAS DISPATCHED TO 8305 GORDON LN IN REGARD TO THE VICTIM WANTING TO REPORT SOMEONE HAVING LEFT UNWANTED AND NON POSTAGED MAIL IN HER MAILBOX. THE VICTIM EXPLAINED SHE HAS BEEN HAVING ONGOING PROPERTY DISPUTE ISSUES REGARDING ACRES OF LAND SHE OWNS IN NASHVILLE. THE VICTIM STATED A MALE BLACK WITH A SHAVED HEAD AND BEARD HAD COME TO HER RESIDENCE, LEFT PAPERWORK IN HER MAILBOX, AND THEN PROCEEDED TO WALK UP HER DRIVEWAY AND KNOCK ON HER DOOR. THE VICTIM STATED SHE BELIEVES THE MAN WORKS FOR EITHER MERITAGES HOMES OR GEORGE ROBERTSON. THE VICTIM STATED SHE WANTED IT DOCUMENTED THAT THIS INDIVIDUAL HAD TRESPASSED ON HER PROPERTY AND LEFT DOCUMENTS IN HER MAILBOX.</p>					
121. Body Worn Camera or In-Car Camera Evidence May Exist Related To This Incident: Yes					
122. Report Is Continued on: N/A (Check all that apply)					
130. Primary Investigative Unit: HERMITAGE INVESTIGATIONS		Reporting Agency: METROPOLITAN NASHVILLE POLICE DEPARTMENT			
128. Case Status:	Cleared by Exception:				
UNFOUNDED					
124. Reporting Officer (First, MI, Last)		Employee No.	Agency	Radio Call Sign	District
Ashley Kappenmacher		4001562	TN0190100	517A	
125. Approving Supervisor		Employee No.	Agency		
Gerry R. Hutcheson		262757	TN0190100		
126. Data Entry		Employee No.	Agency	Date	
Dalton Anderson		200015	TN0190100	07/15/2022	
Comments					
Crime Scene Photos					

Incident Report
Metropolitan Nashville Police Department
Nashville, Tennessee

ZONE	RPA	1. MPD Incident No.
523	9539	2023-0188847

Part 1 Incident		2. Related Incident N/A		3. Other Police Agency and Case Incident No. N/A			
4. Report Type DISPATCHED		5. Report Date Time 03/30/2023 20:21		6. Incident Date Time From: 03/30/2020 20:21 To: 03/30/2023 20:21		Predict HERMITAGE	
7. Reporting/Dispatched Location 1209 TULIP GROVE RD, HERMITAGE, TN 37076							
8. Address of Incident 1209 TULIP GROVE RD, HERMITAGE, TN 37076							
9. Offense Code 290 - Destruction/Damage/Vandalism of Pr		10. Offense Description DAMAGE PROP - PRIVATE		11. Status COMPLETED		12. Location Type Code RESIDENCE, HOME	
13. Weapon Code (Enter up to 3)		UNKNOWN					
14. Activity Code (Enter up to 3)							
15. Hate Crime Suspected NO		16. Suspected Gang Activity NO		16a. Terrorism Suspected NO		16b. Cybercrime Suspected NO	
				17. (For Burglary) Forced Entry If Hotel/Motel/Rental Storage No of premises entered		18. (For Burglary/Robbery) Home Invasion?	
Part 2 Victim							
Victim 1		31. Victim Type BUSINESS		19. (Last, First, Middle Name or Business Name) DF & CR INC,		Officer ENO	
20. Social Security Number				21. Driver's License Number			
22. Address of Victim Same as Address of Incident Block 8							
23. Sex		24. Race		25. Ethnicity		27. County Resident	
						28. D.O.B.	
						29. Age	
29.1. Phone Numbers Home: Work: Cell/Pager:							
30. Victim of Offenses: (Ref Block #9)							
33. Employment Email							
34. Domestic Disturbance? No		Was Order of Protection violated?		Was victim taken to safe place?		Were children taken to safe place?	
						Were children present during incident?	
35. Victim to Suspect Number: 1 Name: Relationship: VICTIM WAS STRANGER Number: 2 Name: Relationship: VICTIM WAS STRANGER							
36. Aggravated Assault/Homicide Circumstances				37. Negligent Manslaughter		38. Justifiable Homicide	
38.1. Will Victim Prosecute? YES				38.2. Can ID Suspect: YES			
123. Signature of Recipient/Authorizer: N/A				127. Advisory Notice Issued NOT APPLICABLE			
Part 3 Suspect							
Suspect 1		92. (Last, First, Middle Name) GREGORY ROBINSON, JACKIE		94. SSN and/or Driver's License Nbr Unknown		Page 166 of 181 PageID #: 227	

RECEIVED BY TELETYPE SECTION OF THE DISTRICT

93. Address of Suspect
1165 TULIP GROVE RD, HERMITAGE, TN 37076

95. Phone Number
Unknown

97. Sex FEMALE	98. Race BLACK OR AFRICAN AMERICAN	99. Ethnicity NOT HISPANIC OR LATINO	100. D.O.B. Unknown	101. Age Unknown	104. Height	105. Weight lbs
106. Hair UNKNOWN			107. Eyes UNKNOWN			
108. Scars and Other Identifiers			109. Clothing			
102. Suspected of Using N/A			103. Status (Enter up to 2) AT LARGE			
96. Weapon/Tool (Enter up to 3) UNKNOWN						
110. Vehicle Used None						
Year	Make	Model	Body	Color	License Plate Number	State

Suspect 2	92. (Last, First, Middle Name) ROBINSON, GREGORY	94. SSN and/or Driver's License Nbr. Unknown				
93. Address of Suspect 1165 TULIP GROVE RD, HERMITAGE, TN 37076		95. Phone Number Unknown				
97. Sex MALE	98. Race BLACK OR AFRICAN AMERICAN	99. Ethnicity NOT HISPANIC OR LATINO	100. D.O.B. Unknown	101. Age Unknown	104. Height	105. Weight lbs
106. Hair UNKNOWN			107. Eyes UNKNOWN			
108. Scars and Other Identifiers			109. Clothing			
102. Suspected of Using N/A			103. Status (Enter up to 2) AT LARGE			
96. Weapon/Tool (Enter up to 3) UNKNOWN						
110. Vehicle Used None						
Year	Make	Model	Body	Color	License Plate Number	State

Part 4 Other Person

OP 1	39. Other Person Type (Non-Victim) COMPLAINANT	40. (Last, First, Middle Name) FRIERSON, DEBORAH J	57192199		
41. Address 1209 TULIP GROVE RD, HERMITAGE, TN 37076		42. Place of Employment/School UNK			
43. Status PERSON QUESTIONED	44. Sex FEMALE	45. Race BLACK OR AFRICAN AMERICAN	46. D.O.B. 04/14/1949	47. Age 73 Years	47.1 Can ID Suspect YES
48. Phone Numbers Home: Work: Cell/Pager: (615) 294-5571					
OP 2	39. Other Person Type (Non-Victim) COMPLAINANT	40. (Last, First, Middle Name) RAGLAND, CARTAZE			
41. Address 1209 TULIP GROVE RD, HERMITAGE, TN 37076		42. Place of Employment/School UNK			
43. Status PERSON QUESTIONED	44. Sex MALE	45. Race BLACK OR AFRICAN AMERICAN	46. D.O.B. 02/17/1982	47. Age 41 Years	47.1 Can ID Suspect YES
48. Phone Numbers Home: Work: Cell/Pager: (615) 294-5571					

Part 5 Property

49. Victim/Suspect No. VICTIM 1 DEB CR INC.			
50. Cat Code STRUCTURES-OTHER COMMERCIAL/BUSINESS; ST		Category Other	
51. Property Description (Make) (Model) (Size) (Type) (Color) 1209 TULIP GROVE			
52. Serial No. NA	Owner Applied No. NA	53. Quantity 1	Offense Code 2902
54. Type Code DAMAGED (NON ARSON)		55. Cond Code UNDAMAGED (USED)	
56. Est \$ Value \$100,000.00		57. Date Recovered	
Recovered \$ Value		Category	
58. Stored By Code		Stored By (Other)	
Motor Vehicle # 1			
61. License Nbr.	State	Year	62. VIN
63. Year	64. Make	65. Model	66. Style
67. Color			
68. Doors Locked		69. Ignition Locked	
70. Keys In Vehicle			
73. Method of Entering Vehicle	74. Method of Taking Vehicle	75. Vehicle Towed To VTR Nbr:	
76. Authorization to Tow	77. Hold Vehicle For: Other:		
78. Describe Damage to Vehicle as a Result of this Incident		79. Insured By:	80. Financed By or Titleholder:
60. If Offense was arson and Property was structure, was the structure occupied?			
Complete Items 50-58 and 81-84 for Drug/Narcotic Violation			
Drugs N/A			
Part 6 Injury and Transport N/A			
Part 7 Search by Officer N/A			
Part 8 Other Units Requested N/A			
113. I.D. Section Called to Scene		Yes for: Other:	
Part 9 LEOKA		115. Police Assault Cleared	116. First Weapon Encountered
117. Type of Activity			
118. Officer Assignment	119. LEOKA Incident Type		
Part 10 Narrative		120.	
<p>OP 1 AND 2 REPORTED ON MARCH 30, 2023 THAT THE ABOVE LOCATION WHICH IS THEIR BUSINESS ADDRESS HAD BEEN DAMAGED. THEY ADVISED THE DAMAGE TOOK PLACE BETWEEN MARCH 2020 AND TODAY'S DATE. THEY ADVISED DUE TO THE TORNADO AND THE PANDEMIC THEY COULD NOT ACCESS THE PROPERTY. WHEN THEY DID GO TO THE PROPERTY TODAY THEY FOUND HOLES IN THE WALLS, THE CEILING HAD SIGNIFICANT DAMAGE AS WELL. THE INTERIOR OF THE RESIDENCE HAS DAMAGE IN EVERY ROOM. APPLIANCES ARE DESTROYED. THE ELECTRICAL OUTLETS HAVE BEEN PULLED OUT. THEY ADVISED THAT SUSPECTS 1 AND 2 HAVE BEEN TRYING TO TAKE THEIR PROPERTY ALONG WITH A DEVELOPER MERITAGE HOMES OF TN. THERE IS ALSO ALOT OF DAMAGE TO THE DRIVEWAY. OP 1 STATED THEY HAVE PICTURES.</p>			
121. Body Worn Camera or In-Car Camera Evidence May Exist Related To This Incident:		None Known At Time of Report	
122. Report Is Continued on: N/A (Check all that apply)			
130. Primary Investigative Unit: HERMITAGE INVESTIGATIONS		Reporting Agency: METROPOLITAN NASHVILLE POLICE DEPARTMENT	
128. Case Status: OPEN	Cleared by Exception:		
124. Reporting Officer (First, MI, Last) Ronda Atwater	Employee No. 227514	Agency TN0190100	Radio Call Sign 57A32
125. Approving Supervisor Abbey Sawl	Employee No. 256417	Agency TN0190100	
126. Data Entry Katherine Hawkins	Employee No. 4005180	Agency TN0190100	Date 04/15/2023
Comments			
Crime Scene Photos			

Incident Report
Metropolitan Nashville Police Department
Nashville, Tennessee

ZONE 523	RPA 9539	1. MPD Incident No. 2023-0473163
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Part 1 Incident		2. Related Incident N/A		3. Other Police Agency and Case Incident No. N/A	
4. Report Type DISPATCHED		5. Report Date Time 08/11/2023 15:33		6. Incident Date Time From: 08/11/2023 15:33 To: 08/11/2023 15:33	
7. Reporting/Dispatched Location 1209 TULIP GROVE RD, HERMITAGE, TN 37076					
8. Address of Incident 1209 TULIP GROVE RD, HERMITAGE, TN 37076					
1	9. Offense Code 290 - Destruction/Damage/Vandalism of Pr	10. Offense Description DAMAGE PROP - PRIVATE		11. Status COMPLETED	12. Location Type Code RESIDENCE, HOME
13. Weapon Code (Enter up to 3)		UNKNOWN			
14. Activity Code (Enter up to 3)					
15. Hate Crime Suspected NO	16. Suspected Gang Activity NO	16a. Terrorism Suspected NO	16b. Cybercrime Suspected NO	17. (For Burglary) Forced Entry If Hotel/Motel/Rental Storage No of premises entered	18. (For Burglary/Robbery) Home Invasion?
Part 2 Victim					
Victim 1	31. Victim Type INDIVIDUAL (18 AND OVER)		19. (Last, First, Middle Name or Business Name) FIERSON, DEBRA		Officer ENO
20. Social Security Number Unknown		21. Driver's License Number Unknown			
22. Address of Victim					Email
23. Sex FEMALE	24. Race BLACK OR AFRICAN AMERIC	25. Ethnicity NOT HISPANIC OR LATINO	27. County Resident UNKNOWN	28. D.O.B. Unknown	29. Age 74 Y
29.1. Phone Numbers Home:		Work:		Cell/Pager: (615) 294-5571	
30. Victim of Offenses: (Ref Block #9) 290 - Destruction/Damage/Vandalism of Property					
32. Local College Student? (If yes, last name of college/university) N/A					
33. Employment N/A					
34. Domestic Disturbance? N/A					
35. Victim to Suspect Number: 1 Name: Relationship: VICTIM WAS STRANGER					
36. Aggravated Assault/Homicide Circumstances		37. Negligent Manslaughter		38. Justifiable Homicide	
38.1. Will Victim Prosecute? YES		38.2. Can ID Suspect: NO			
123. Signature of Recipient/Authorizer: N/A		127. Advisory Notice Issued CITIZEN INFORMATION NOTICE			
Part 3 Suspect All Unknown					
Part 4 Other Person					
OP 1	39. Other Person Type (Non-Victim) WITNESS		40. (Last, First, Middle Name) FIELDS, DON		

41. Address UNK		42. Place of Employment/School UNK				
43. Status PERSON QUESTIONED		44. Sex MALE	45. Race BLACK OR AFRICAN AMERICAN	46. D.O.B. 08/08/1971	47. Age 52 Years	47.1 Can ID Suspect NO
48. Phone Numbers Home: Work: Cell/Pager: (629) 267-4395						
Part 5 Property						
1	49. Victim/Suspect No. VICTIM 1 FIERSON, DEBRA					
50. Cat Code STRUCTURES-OTHER DWELLINGS: ANY OTHER RE			Category Other			
51. Property Description (Make) (Model) (Size) (Type) (Color) Miscellaneous house structures, (Doors, floor, windows)						
52. Serial No.		Owner Applied No.		53. Quantity 1	Offense Code 2902	
54. Type Code DAMAGED (NON ARSON)		55. Cond Code UNDAMAGED (USED)		Condition Code (Other)		
56. Est \$ Value \$10,000.00		57. Date Recovered	Recovered \$ Value		Category	
58. Stored By Code			Stored By (Other)			
Motor Vehicle # 1						
61. License Nbr.	State	Year	62. VIN			
63. Year	64. Make		65. Model	66. Style	67. Color	
68. Doors Locked		69. Ignition Locked		70. Keys In Vehicle		
73. Method of Entering Vehicle		74. Method of Taking Vehicle		75. Vehicle Towed To VTR Nbr:		
76. Authorization to Tow		77. Hold Vehicle For: Other:				
78. Describe Damage to Vehicle as a Result of this Incident			79. Insured By:		80. Financed By or Titleholder:	
60. If Offense was arson and Property was structure, was the structure occupied?						
Complete Items 50-58 and 81-84 for Drug/Narcotic Violation						
Drugs N/A						
Part 6 Injury and Transport N/A						
Part 7 Search by Officer N/A						
Part 8 Other Units Requested N/A						
113. I.D. Section Called to Scene			Yes for: Other:			
Part 9 LEOKA		115. Police Assault Cleared		116. First Weapon Encountered		117. Type of Activity
118. Officer Assignment		119. LEOKA Incident Type				
Part 10 Narrative						
120.						
On 08/11/2023 at approximately 1403 I was dispatched to 1209 Tulip Grove Road for a vandalism call. Upon arrival I spoke with Debra Frierson and her son Don Fields, who stated that there house has been vandalized. Ms. Frierson stated that the house located at 1209 Tulip Grove Road is her property, but she is not staying in the house at the moment. Ms. Frierson had many documents showing what appeared to be ownership of the residency. Ms. Frierson stated that the no one has lived in the house for the last two years, and the house from the outside appears abandoned. Officers walked up to the property with Ms. Frierson and Mr. Fields and observed heavy damage to the house. There was multiple windows, doors, floors, and other building material broken and torn down. Ms. Frierson and Mr. Fields stated that the damage done to the house appears to have been done within the last week or two. Ms. Frierson and Mr. Fields stated they would create a list of all the damage done to the property and call back at a later date when they have all the information needed for the report. Ms. Frierson and Mr. Fields asked for a police report for documentation.						
120.1 Fingerprints Lifted: NO						
121. Body Worn Camera or In-Car Camera Evidence May Exist Related To This Incident: Yes						
122. Report is Continued on: N/A (Check all that apply)						
130. Primary Investigative Unit: HERMITAGE INVESTIGATIONS			Reporting Agency: METROPOLITAN NASHVILLE POLICE DEPARTMENT			

128. Case Status:	Cleared by Exception:				
OPEN					
124. Reporting Officer (First, MI, Last)		Employee No.	Agency	Radio Call Sign	District
Christopher	Mari	4005695	TN0190100	523A	
125. Approving Supervisor		Employee No.	Agency		
Michael	Burgess	224386	TN0190100		
126. Data Entry		Employee No.	Agency	Date	
Alyssa	Selley	4004224	TN0190100	08/12/2023	
Comments					
Crime Scene Photos					

Incident Report
Metropolitan Nashville Police Department
Nashville, Tennessee

ZONE	RPA	1. MPD Incident No.
523	9539	2023-0486093

Part 1 Incident		2. Related Incident N/A	
3. Other Police Agency and Case Incident No. N/A			
4. Report Type DISPATCHED		5. Report Date Time 08/17/2023 12:29	
6. Incident Date Time From: 08/17/2023 12:29 To: 08/17/2023 12:29		Precinct HERMITAGE	
7. Reporting/Dispatched Location 1209 TULIP GROVE RD, HERMITAGE, TN 37076			
8. Address of Incident 1209 TULIP GROVE RD, HERMITAGE, TN 37076			
1	9. Offense Code 740 - Matter of Record	10. Offense Description MATTER OF RECORD	11. Status COMPLETED
12. Location Type Code RESIDENCE, HOME			
13. Weapon Code (Enter up to 3)			
14. Activity Code (Enter up to 3)			
15. Hate Crime Suspected NO	16. Suspected Gang Activity NO	16a. Terrorism Suspected NO	16b. Cybercrime Suspected
17. (For Burglary) If Hotel/Motel/Rental Storage Forced Entry No of premises entered		18. (For Burglary/Robbery) Home Invasion?	
Part 2 Victim			
Victim 1	31. Victim Type INDIVIDUAL (18 AND OVER)	19. (Last, First, Middle Name or Business Name) FRIERSON, DEBORAH JEAN	Officer ENO
20. Social Security Number N/A		21. Driver's License Number	
22. Address of Victim Same as Address of Incident Block 8			
23. Sex FEMALE		24. Race BLACK OR AFRICAN AMERIC	25. Ethnicity NOT HISPANIC OR LATINO
27. County Resident YES		28. D.O.B. 04/14/1949	29. Age 74 Years
29.1. Phone Numbers Home: (615) 889-8896 Work: Cell/Pager: (615) 889-8896			
30. Victim of Offenses: (Ref Block #9) 740 - Matter of Record			
32. Local College Student? (If yes, last name of college/university) N/A			
33. Employment N/A			
34. Domestic Disturbance? No	Was Order of Protection violated?	Was victim taken to safe place?	Were children taken to safe place?
Were children present during incident?			
35. Victim to Suspect			
36. Aggravated Assault/Homicide Circumstances		37. Negligent Manslaughter	38. Justifiable Homicide
38.1. Will Victim Prosecute? NO		38.2. Can ID Suspect: NO	
123. Signature of Recipient/Authorizer: N/A		127. Advisory Notice Issued CITIZEN INFORMATION NOTICE	
Part 3 Suspect N/A			
Part 4 Other Person			
OP 1	39. Other Person Type (Non-Victim) COMPLAINANT	40. (Last, First, Middle Name) KEISTER, CASEY	
41. Address UNK		42. Place of Employment/School UNK	

43. Status PERSON QUESTIONED	44. Sex MALE	45. Race UNKNOWN	46. D.O.B. UNK	47. Age UNK Years	47.1 Can ID Suspect NO
48. Phone Numbers Home: Work: Cell/Pager: (425) 343-8096					
Part 5 Property N/A					
60. If Offense was arson and Property was structure, was the structure occupied?					
Complete Items 50-58 and 81-84 for Drug/Narcotic Violation					
Drugs N/A					
Part 6 Injury and Transport N/A					
Part 7 Search by Officer N/A					
Part 8 Other Units Requested N/A					
113. I.D. Section Called to Scene		Yes for: Other:			
Part 9 LEOKA	115. Police Assault Cleared	116. First Weapon Encountered		117. Type of Activity	
118. Officer Assignment	119. LEOKA Incident Type				
Part 10 Narrative					
120.					
On 08/17/2023 officers were dispatched to 1209 Tulp Grove Rd in response to a complaint of criminal trespass. Officers spoke to the complainant, who is employed by Meritage Homes, who advised that people were trespassing on property owned by Meritage Homes. The complainant then forwarded a deed to officers. Officers spoke to Deborah Frierson on scene who advised that although some of her family's property was sold to Meritage Homes, she still maintains ownership of approximately five acres on which a residence is situated. Ms. Frierson stated that there has been an ongoing property dispute between her family and Meritage Homes for several years. Ms. Frierson supplied ample documents to officers which appear to display ownership. Officers were not able to determine ownership of the specific area in question, therefore officers are unable to criminally trespass those allowed onto the property by Ms. Frierson at this time. Both parties were advised this is a civil matter.					
120.1 Fingerprints Lifted: N/A					
121. Body Worn Camera or In-Car Camera Evidence May Exist Related To This Incident: Yes					
122. Report Is Continued on: N/A (Check all that apply)					
130. Primary Investigative Unit: HERMITAGE INVESTIGATIONS		Reporting Agency: METROPOLITAN NASHVILLE POLICE DEPARTMENT			
128. Case Status: UNFOUNDED	Cleared by Exception:				
124. Reporting Officer (First, MI, Last) Hannah Wright	Employee No. 4007894	Agency TN0190100	Radio Call Sign 521A	District	
125. Approving Supervisor Michael Burgess	Employee No. 224386	Agency TN0190100			
126. Data Entry Dalton Anderson	Employee No. 200015	Agency TN0190100	Date 08/21/2023		
Comments					
Crime Scene Photos					

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

MERITAGE HOMES OF TENNESSEE, INC.,)	
)	
Plaintiff,)	
)	
v.)	No. 22-0867-IV
)	
DEBORAH FRIERSON AND CARTER RAGLAND,)	
)	
Defendants.)	

STATUS REPORT

In accordance with the Court's Order entered on or around April 12, 2023, the Plaintiff files this Status Report with the Court prior to May 5, 2023.

This matter involves a Restraining Order and Injunction issued prohibiting the Defendant from damaging, trespassing, removing and replacing signs, etc. on property owned by the Plaintiff.

Until April 4, 2023, the Plaintiff is unaware of any conduct or examples wherein the Defendants may have violated the Injunction.

On April 4, 2023, the Planning/Entitlement Manager for the Plaintiff traveled to the site based upon a call received earlier in the day. The Plaintiff's representative discovered that multiple new signs had been placed on the property. The Manager notified the Sales Agent and Construction Manager that they were not to engage with the Defendants but were to call the police regarding any suspicious activity. The Plaintiff is in the process of reviewing a security camera tape to see if there is any video specifically identifying the person or people who trespassed. Unfortunately, the security camera was down at the time the incident occurred.

The signage has been removed from the Meritage property. Meritage continues to monitor the situation. Meritage believes that the Injunction should remain in place for at least an additional 90 days.

Counsel for the Plaintiff would be happy to appear and answer any questions the Court may have if necessary.

Respectfully submitted,


Richard M. Smith (#12254)
SMITH, CASHION, & ORR, PLC
One American Center
3100 West End Avenue, Suite 800
Nashville, Tennessee 37203
(615) 742-8560
rsmith@smithcashion.com


CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been forwarded via U.S. Mail, postage prepaid to the following:

Deborah Frierson
Carter Ragland
8305 Gordon Lane
Hermitage, TN 37076

This the 14 day of July, 2023.





IN THE CHANCERY COURT FOR THE STATE OF TENNESSEE
TWENTIETH JUDICIAL DISTRICT, DAVIDSON COUNTY, PART IV

MERITAGE HOMES OF TENNESSEE, INC.,)

Plaintiff,)

vs.)

DEBORAH FRIERSON AND CARTER
RAGLAND,)

Defendants.)

NF
CASE NO. 22-0867-IV

FILED
2023 APR 12 PM 12:56

SCHEDULING ORDER

The Court, on its own initiative, hereby sets the following schedule for this case:

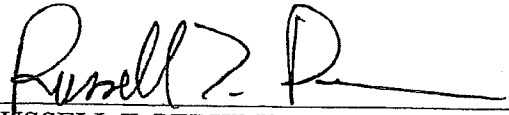
1. The deadline for the completion of all discovery is August 18, 2023. This means that the parties are required to initiate discovery efforts or to send written discovery requests in time for discovery to be completed in all respects on or before August 18, 2023.
2. The deadline for filing motions to amend or to supplement the pleadings is May 12, 2023.
3. The deadline for filing case-dispositive motions is October 13, 2023.
4. Plaintiff is directed to obtain the entry of an Order disposing of this case or an Order setting this case for trial by December 1, 2023.¹ If Plaintiff fails to secure the entry of an Order disposing of this case or an Order setting this case for trial by December 1, 2023, the Court will dismiss this case for failure to prosecute, without any further notice to the parties. The Order setting this case for trial may be obtained by agreement or by motion.

¹ The Court anticipates that the trial will be set to commence on some date other than December 1, 2023.

If the parties propose additional deadlines related to expert witness disclosures or other issues, the Court requests that the parties submit an Agreed Order setting out any such additional deadlines.

This Scheduling Order will not be modified, except with the Court's permission.

IT IS SO ORDERED.


RUSSELL T. PERKINS, CHANCELLOR

cc: Richard M. Smith, Esq.

Ms. Deborah Frierson, *pro se*
8305 Gordon Lane
Hermitage, TN 37076

Mr. Carter Ragland, *pro se*
8305 Gordon Lane
Hermitage, TN 37076



MAILED
4/12/23

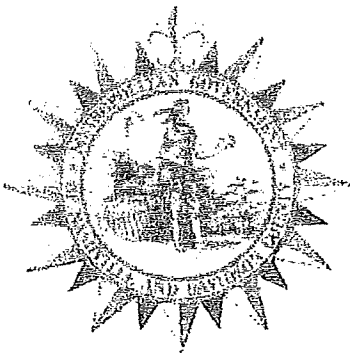
21370-9403 07/18/2023 10:52 AM Received by Tennessee Society of Great The Heights

Erica S. Gilmore, Metropolitan Trustee
Property Tax Payment

ADDRESS INFORMATION

1209 TULIP GROVE RD
NASHVILLE

Account	08600034800	Bill	22-104136
Receipt	4876860	Date	Nov 01, 2022
Received By	CHARIS DAVIS		
Received By	CHARIS DAVIS		



APPRAISAL INFORMATION

Classification	RESIDENTIAL
Land Value	\$300,000.00
Improvement	\$40,100.00
Total Value	\$340,100.00
Assessed Percent	25
Assessed Value	\$85,025.00
Tax Rate	2.922000000

PAYMENT INFORMATION

Previous Balance	\$2,484.43
Tax Paid Today	\$2,001.00
Interest Paid Today	\$0.00
Total Paid Today	\$2,001.00

Total Base Tax \$2,484.43

2022

THANK YOU FOR YOUR PAYMENT!

METHOD	PAID BY	AMOUNT
Ck#1004	D.F. & C.R. INC.	\$2,001.00

Page 177 of 181

110
IMPORTANT INFORMATION ENCLOSED

PROPOSED APPOINTMENT
DATE: 2/25/22 TIME: 11:00 AM
Filed 10/26/22

ed

Deborah Finerson
1209 Tulp Grove Rd
Hermitage, TN 37076-2032
615/441-4444

to a special local event

WORLD OF THE FUTURE

2000年12月

11895

5

Deborah J. Fierison

1209 Tulip Grove Rd

Heritage, TN 37076-2632

[illegible]

CIGNA

MIKTAEP, PO Box 20002, Nashville, TN 37202

MEDICARE ADVANTAGE PLAN INFORMATION

PROMPT RESPONSE REQUESTED

DELIVER TO:

0019756361856556070748

Deborah Frierson

1209 Tulip Grove Rd

Hermitage, TN 37076-2632



Curly Cross
311 West Division Street
Mount Juliet, TN 37122-3207
BUS (615) 758-0420

Cartaze Ragland
Or Current Resident
1209 Main Grove Rd
Hermitage TN 37076-2632

